LU-LA 1
(BAE)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SECURITY ADMINISTRATION
LAND UTILIZATION DIVISION

MEMORANDUM TO OFFICIALS ACTING IN CHARGE OF REGIONS
LAND UTILIZATION PROGRAM

Subject: Acquisition Progress Report Date: November 10, 1937

In view of the stage of progress which has been reached in the acquisition of land for Land Use Projects, it will no longer be necessary to prepare and submit Form RA-LU 41, "Semi-monthly Progress Report".

However, since it is desirable that information be available regarding the number of persons still engaged in activities relating to acquisition, it is essential that the following information be submitted semi-monthly (as of the middle and end of each month) for each project:

PERSONNEL DATA FOR PAST 15-DAY PERIOD (land acquisition "old program" only)

a Maximum number of persons working on any one day _____
b Number of persons working on last day of period _____
c Man days worked (15-day period) _____
d Brief description of major activities _____
_____
_____

No special form will be required for the submission of this information which should be sent to the Assistant Administrator, Attention Land Acquisition Section. This information will be transmitted for all projects by officials acting in charge of regions. Regions located west of the Mississippi River will transmit the information by air mail.

Signed:

L. C. Gray
Assistant Administrator

LU-LA-1 (Supplement 1)

April 15, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

ACQUISITION PROGRESS REPORT

Effective upon receipt of this Supplement, the submission of personnel data requested in Instruction LU-LA-1, issued November 10, 1937, may be discontinued.

All recipients of this Supplement will make the necessary notation in the margin of Instruction LU-LA-1 to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
Acting in Charge,
Division of Land Acquisition.

Form LU-LA-1 (Revised)
9-19-38

UNITED STATES DEPARTMENT OF AGRICULTURE
Bureau of Agricultural Economics
Division of Land Acquisition

ACQUISITION REPORT

Project Symbol No._____ Period: From _____ To_____, 19__, Inc.

Project Name _____

	SUMMARY OF					
	Appraising		Negotiating		Surveying	
	This Period	To Date	This Period	To Date	This Period	To Date
Number of tracts						
Number of acres						
Cost of land					xxxxxxx	xxxxxxx
Number of man days						
Number of miles traveled						
Number of men working		xxxxxxx		xxxxxxx		xxxxxxx

Total number of men assigned for Appraising and Optioning:

Explanation of serious difficulties encountered and other remarks:

_____
Project Manager.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS

DIVISION OF LAND ACQUISITION LU-LA 2

January 10, 1938

MEMORANDUM FOR REGIONAL DIRECTORS AND OFFICIALS
ACTING IN CHARGE OF LAND UTILIZATION PROGRAM

Subject: Acquisition reports

In order to ascertain field progress in appraising, optioning and surveying, there has been set up and is being submitted herewith, copies of "Acquisition Report", Form LU-LA 1, upon which certain items of information are to be reported by the project managers.

These reports, which apply only to lands being purchased under the provision of Title III of the Bankhead-Jones Farm Tenant Act, are to be prepared as of the close of business on Friday of each week. They are to be prepared by the project managers in triplicate, the original to be submitted direct to Paul L. Koenig, In Charge, Division of Land Acquisition, and one copy to be transmitted to the official acting in charge of the region.

In order to minimize the work of the project manager, it is requested that entries be made only in the three columns entitled "This Week". The other three columns headed "To Date" are to be left blank and will be utilized by the Division of Land Acquisition in Washington.

These forms must be mailed by each project manager not later than Saturday noon of each week, and it is expected that all projects located west of the Mississippi River will submit their reports via air mail.

Signed: Paul L. Koenig

P. L. Koenig
In Charge
Division of Land Acquisition

Form LU-LA 1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
Division of Land Acquisition

ACQUISITION REPORT

Project Symbol Number _____ Week Ending _____
Project Name _____

Item		SUMMARY OF					
		APPRAISING		OPTIONING		SURVEYING	
		This Week	To Date 1/	This Week	To Date 1/	This Week	To Date 1/
Number of tracts	Number						
Number of acres	Acres						
Cost of land	Dollars						
Number of man days	Days						
Number of miles traveled	Miles						
Salaries	Dollars						
Travel Expense	Dollars						
Per Diem	Dollars						
Other Expense	Dollars						

Explanation of serious difficulties encountered:

1/ Project manager will not make any entries in this column.

_____
Project Manager

LU-LA-2 (Supplement 1)

April 2, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

ACQUISITION REPORTS

Effective immediately, the instructions set forth herein, relative to the method of preparing acquisition reports, are added to Instruction LU-LA-2.

In addition to reporting on the items printed on Form LU-LA-1, in submitting weekly acquisition reports, it will be necessary to indicate the number of men engaged in appraising, optioning and surveying on each project.

This item will be reported by inserting in the first blank line under the column entitled "Item", the entry "Number of Men Number" and by indicating in the columns entitled "This Week" the number of men engaged in appraising, optioning and surveying for the past week. This report should be based on the number of men who have been engaged in appraising, optioning or surveying for one full day or more during the week. In those instances in which an employee has not devoted one full day during the week to appraising, optioning or surveying, the work performed should be disregarded for report purposes, in so far as this item is concerned.

It is realized that the personnel who are performing the appraising, optioning and surveying work are in most instances appointed out of the Regional Offices and are not permanently assigned to specific projects. It is essential, however, that the work done by these men be reported by projects.

All recipients of this Supplement will make the necessary notation in the margin of Instruction LU-LA-2 to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
Acting in Charge,
Division of Land Acquisition.

LU-LA-2 (Revised)

September 19, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURE ECONOMICS
DIVISION OF LAND ACQUISITION

ACQUISITION REPORTS

This Instruction is issued as a revision of Instruction LU-LA-2 dated January 10, 1938, Instruction LU-LA-2 (Supplement 1) dated April 2, 1938, and a Letter to All Regional Directors entitled "Preparation of Weekly Acquisition Report", dated July 14, 1938. Effective immediately, this Instruction will supersede those Instructions and they should, hereafter, be disregarded. This revision is issued to make the reports requested herein coincide as nearly as possible with the reports required by Instruction LU-BA-10, issued by the Budget and Accounts Section. Every effort has been made to avoid duplication in the submission of information to Washington. Form LU-LA-1 "Acquisition Report" has been revised accordingly.

1 PURPOSE OF ACQUISITION REPORTS

Form LU-LA-1 (Revised) "Acquisition Report" has been adopted for the purpose of keeping the Division of Land Acquisition, (BAE), Washington and the Regional Offices currently informed of the progress being made on the Projects in appraising, negotiating and surveying work performed under Title III of the Bankhead-Jones Farm Tenant Act.

2 PREPARATION OF ACQUISITION REPORTS

a Although Instruction LU-BA-10 provides for the submission of Form AE 152 "Individual Semi-Monthly Cost Sheet" only twice a month, it is felt that Form LU-LA-1 (Revised) should be submitted four times a month in order to receive the necessary information as currently as desired. The Acquisition Reports will therefore be prepared as of the close of business on the 7th, 15th, 22nd, and last day of the month. The periods will be from the 1st to the 7th, inclusive; the 8th to the 15th, inclusive; the 16th to the 22nd, inclusive; and the 23rd to the last day of the month, inclusive. Sundays and holidays will be listed as "period" dates whether work is performed or not.

b It is suggested that the preparation of this report may be simplified by requesting all personnel engaged in appraising, negotiating and surveying to submit to the Project Manager a daily record of their activities simultaneously with the preparation of their daily report on Form AE 152, required by Instruction LU-BA-10.

c The Acquisition Report on Form LU-LA-1 (Revised) shall be prepared by the Project Manager in triplicate; the original to be sent to the Division of Land Acquisition, (BAE), Washington; one carbon copy to be sent to the Regional Office; and one carbon copy to be retained in the files of the Project Office.

2 d In those instances in which two or more projects are under the supervision of a single Project Manager, separate reports shall be submitted for each project.

e Former Instructions provided that the three (3) columns entitled "To Date" should be left blank. This was in accordance with the footnote, "Project Manager will not make any entries in this column", on Form LU-LA-1. This footnote has been eliminated on Form LU-LA-1 (Revised) and the Project Manager in preparing weekly reports hereafter will furnish cumulative information on appraising, negotiating and surveying under the columns entitled "To Date", as well as the information required in the columns entitled "This Period". This change in procedure will provide for the records of the Project Office, Regional Office and the Division of Land Acquisition, (BAE), Washington being in accord at all times. Upon receipt of the first weekly report prepared in accordance with this Instruction, any discrepancies in the records of the interested offices should be rectified by correspondence. The Project Manager will rectify any errors, in reports already issued or which will be issued, by placing in the next subsequent report a proper notation on the bottom of the form with a detailed explanation thereof.

f The following rules shall be observed in reporting on the items listed in Form LU-LA-1 (Revised):

I "Number of Tracts" - The actual number of complete tracts which have been appraised, negotiated or surveyed will be indicated. If appraising, negotiating or surveying has not been entirely completed on particular tracts, the work performed thereon will be reported during the week in which the work is completed. It is realized that there may be instances, involving exceptionally large tracts, in which this last rule may result in the weekly report reflecting an improper showing of the amount of work performed and may result in an unfavorable report. In such cases the above rule should be followed, but the particular circumstances relative thereto should be explained in a footnote at the bottom of the form. Under the heading "Negotiating", the report will be based on options actually obtained with assemblies completed and ready for submission to Regional Offices.

II "Number of Acres" - The report of the number of acres which have been appraised, negotiated or surveyed will be based on the actual number of complete tracts reported in Item I above.

III "Cost of Land" - The value in dollars of tracts appraised and negotiated will be reported. These figures will also be based on the actual number of complete tracts reported in Item I above.

2 f IV "Number of Man Days" - A "Man Day" shall be considered a full day actually spent in appraising, negotiating or surveying and there should be shown in this entry the total number of man days' work which was expended during the period. "Man Days" work shall be reported by full days and half days only. The regular 4 hour period on Saturday shall be considered 1/2 day for report purposes. Sundays and holidays will be reported only in those instances in which a full or half "Man Day's" work is actually expended. It will be the responsibility of the Project Manager to make the proper adjustment on reports where fractions of "One-half Man Day" are involved.

A In those instances in which a single employee is engaged in two or more types of work on the same project during a period, the actual number of "Man Days" work expended on each type of work will be reported under the proper columns. (Example: If during a given period an employee appraised for 2 days and negotiated for 3 days, the report would include 2 "Man Days" for appraising and 3 "Man Days" for negotiating).

B In those instances in which an employee works on two projects during a period, the "Man Days" should be charged to and reported by the second project as of the moment he leaves the first project.

V "Number of Miles Traveled" - This entry should show the total number of miles traveled by all personnel engaged in appraising, negotiating and surveying, whether in their own cars, the cars of another, Government-owned vehicles, or common carriers.

A In those instances in which two or more employees travel together, separate mileage for each employee should be reported. This rule applies only to the preparation of the Acquisition Report and is not meant to change any existing regulations governing the reporting of mileage under "Travel Expense".

B Mileage traveled by a single employee in connection with the performance of two or more types of work on the same project during a period, will be reported as actually incurred if readily ascertainable or will be prorated between the types of work on the basis of the "Man Days" reported (See Paragraph 2 f IV A above).

C In those instances in which an employee works on two projects during a period, the "Miles Traveled" should be charged to and reported by the second project as of the moment he leaves the first project.

2 f VI "Number of Men Working" - This entry should show the total number of men engaged in appraising, negotiating and surveying during the current period.

A These spaces should show the number of men who have worked one-half day or more on each of the three types of work involved. (Example: If during a given period, one man appraised for 1/2 day; another man appraised for 3½ days; and another man appraised for 5 days, the report should show 3 as the "Number of Men Working" on "Appraising This Period").

B In those instances in which a single employee is engaged in two types of work on the same project during a period, he shall be reported under both columns. (Example: If during a given period, an employee appraised for 2 days and negotiated for 3 days, he would be reported under both the "Appraising" and "Negotiating" columns).

VII "Total Number of Men Assigned for Appraising and Negotiating" -

This entry should show the total number of men who during the current period have been assigned by the Regional Office to the Project Office for appraising and negotiating work. Any personnel engaged in surveying will be disregarded in so far as this item is concerned unless they are assigned to the project as appraisers or negotiators.

A In those instances in which a single employee is engaged in both appraising and negotiating on the same project during a period, he shall be reported as "1" man in this entry, even though he would be reported twice under paragraph 3 f VI B above.

B In those instances in which two or more projects are under the supervision of a single Project Manager, it is customary for the Regional Office to assign personnel to the Project Manager for appraising and negotiating work on all of the projects under his supervision. Since it is required that separate reports be submitted for each project (See Paragraph 2 d above), each report should show all of the appraisers and negotiators assigned to the Project Manager even though they may not be engaged in work on each particular project during the current period. This information is requested entirely for analysis purposes and will not result in an unfavorable report on each project since all reports involved will be considered together.

VIII For report purposes, time spent by an employee in the Regional or Project Offices, in the preparation of forms and material to be used in his actual work and time spent in the preparation of reports of work performed shall be reported as actual field work.

2 f IX If an appraiser or negotiator is engaged in work other than that to which he is assigned, either in the Regional Office, the Project Office, or in the field, the work performed should not be reported under the columns on Form LU-LA-1 (Revised) but an explanation thereof should be made on the bottom of the form.

X In those instances in which appraising, negotiating or surveying work is actually performed by personnel other than that charged to the Division of Land Acquisition, the work performed should be reported under the columns on Form LU-LA-1 (Revised) and a statement relative to the work performed should be made on the bottom of the form.

3 SUBMISSION OF ACQUISITION REPORTS

The reports shall be prepared so as to be in transit and postmarked not later than 24 hours after the end of the last day of the period being reported. Reports on all projects west of the Mississippi River shall be transmitted to Washington via air mail.

4 REPORTS ON ASSIGNMENT OF PERSONNEL

In order that the Acquisition Reports may serve the full purpose for which they are intended, it is essential that any records in the Regional or Project Offices relative to the present assignment, change in assignment, termination of assignment, termination of employment, or notice of approval of leave extending beyond one week of employees engaged in appraising, negotiating or surveying be made available, on request, to members of the Field Coordination Unit travelling out of the office of the Division of Land Acquisition, (BAE), Washington.

5 DISCONTINUANCE OF ACQUISITION REPORTS

a When all anticipated appraising, negotiating and surveying work has been completed on a project, Form LU-LA-1 (Revised) should be submitted with complete cumulative figures and a note on the bottom of the form that no further appraising, negotiating or surveying work is anticipated.

b The regular submission of Acquisition Reports may thereafter be discontinued, although any future appraising, negotiating or surveying work should be reported on Form LU-LA-1 (Revised) as performed.

Signed:

James M. Gray

James M. Gray,
In Charge,
Division of Land Acquisition.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS

DIVISION OF LAND ACQUISITION

LU-LA-3

January 13, 1938

MEMORANDUM FOR REGIONAL DIRECTORS AND OFFICIALS
ACTING IN CHARGE OF LAND UTILIZATION PROGRAM

Subject: Appraising and Optioning Land.

The procedure outlined in the attached Instruction (LU-LA-3) will be followed in the appraising and optioning of land under Title III of the Bankhead-Jones Farm Tenant Act.

The Secretary of Agriculture has delegated the administration of the provisions of Title III of the Bankhead-Jones Farm Tenant Act to the Bureau of Agricultural Economics. The Division of Land Acquisition, of the Bureau of Agricultural Economics, has been assigned the full responsibility of acquiring all land under Title III.

The acquisition of land under the program for which Title III provides will be scrutinized closely by various governmental agencies as well as individuals. It is imperative, therefore, that all activities under the program should be conducted as carefully as possible. Appraisals should be soundly made and options should be limited within the appraisal values. No promises, verbal or otherwise, should be made to any proponent by any field employee, either of the Land Acquisition Staff or of any other Land Acquisition activity, which may be construed by the proponent to obligate the Government beyond the terms and conditions of the option. It is essential also that suitable and adequate records be kept in order to assure that the funds made available under Title III will be used most effectively.

The procedure outlined in this Instruction provides a basis for a sound and closely coordinated program of land acquisition, and the principles stated herein must be observed strictly. The Regional Director and members of his staff responsible for land acquisition may occasionally find that parts of this Instruction are not entirely adaptable to the needs of certain projects and areas. In such instances, the Regional Director will recommend the changes or modifications of this Instruction which he believes necessary to meet the local requirements. He will submit such recommendations to the Division of Land Acquisition in Washington for consideration, with the distinct understanding that operations under the proposed procedure are not to be initiated until the Regional Director has been officially advised that the proposed

procedure has been approved. Every effort will be made to review promptly such proposals and transmit decisions thereon to the Regional Director in order to avoid undue delay in field operations.

Signed:

Paul L. Koenig

Paul L. Koenig, In Charge,
Division of Land Acquisition

Attachment

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

1 INITIATION OF ACQUISITION ACTIVITIES:

a Land acquisition activities will not be initiated on any project until the Regional Director has been officially instructed to do so by the Division Leader in Washington, or by an authorized representative of his office. The Regional Director will thereafter instruct the Project Manager to initiate the acquisition activities on the particular project. In addition to appraisers, et al, it is important that a curative agent be available to the project from the commencement of the acquisition activities.

2 PREPARATION OF TRACT OWNERSHIP DATA:

a One of the first duties of a project manager will be to assemble complete tract ownership data using Form LU-LA-2 for all tracts within the proposed project area from county records or other sources. Some of the information necessary to fill in the Form may have been previously obtained through the activities of other divisions of the Bureau of Agricultural Economics and will be available to the project staff. Caution should be exercised not to duplicate the work of obtaining information already available. The data when assembled will be a deciding factor as to whether an individual tract may be purchased, and will unquestionably expedite title clearance in the later stages. The principal items of this type are:

I The name of the land owners.
II Complete legal description of each tract.
III Copies of easements, leases, licenses, etc. (attached to form)
IV Mortgage liens and judgment liens.
V Bonded indebtedness directly chargeable to the tract.
VI Delinquent taxes.
VII Any other pertinent information which may be available at the present time in order to aid title clearance work later.

b In General Land Office areas the local Land Office will be contacted in order to secure the serial numbers, legal description and status of homestead entries.

2 c It is suggested that the services of a curative agent be used to gather tract ownership data, check through the titles, and note all objectionable features such as breaks in chains of title, etc.

3 SCHEDULES OF VALUES:

a Before appraisal work begins on a project, a schedule of values will be prepared for the project and must be approved as herein provided. This is to provide for one definite means of assuring uniformity in the acquisition operations.

b A sample schedule of values is attached (Exhibit "A"). It is realized that the items in the schedule of values may vary among projects. However, the schedule as a whole will be assembled in conformity with the principles outlined in the sample.

c The base value for all land to be purchased under Title III will be determined by the productive capacity, type of soil, size and shape of fields, location and accessibility both within the farm and the community correlated with comparable sales and sound local opinion.

d The schedule of values will indicate the classification of land applicable to the area (crop land, pasture and grazing land, timber land, etc.).

e Base values for each grade of land within the land classes will be set forth fully and will be graded "a, b, c, etc." starting with the highest grade.

f On most use-adjustment lands, the improvements are second rate. While they may represent an inconsiderable item on any one tract, in the aggregate their cost will constitute a considerable drain on the funds with which the land-use adjustment program is to be accomplished. Schedule of values will be set up to include the entire range of improvements on any specific project. Relatively simple definitions and tabulations of applicable base values suitable under local conditions can often be made after a survey to determine the kind and character of the improvements within the project. Values will be based on construction, material, condition, age, location and value to the farm. All improvements, regardless of value, will be appraised and itemized in the appraisal report as follows:

3 f I Non-removable improvements - All improvements which cannot or are not customarily removed or salvaged (reservoirs, concrete dipping vats, etc.).

II Removable improvements - All improvements which are customarily removed or salvaged. Buildings ordinarily constitute the principal removal improvements. Common methods of evaluating buildings are to determine the replacement value less 3 per cent per annum for depreciation or value per cubic feet. On many projects it may be found much simpler and quite satisfactory to set up, in the schedule of values, a base value per room for various types, or value per cabin for each type ordinarily found on the project.

g The Project Manager may find it advisable to seek the advice and cooperation of certain technically trained persons and others living adjacent to or nearby the proposed project area to assist in the compilation of a schedule of values, such as:

I Members of the staff of the State Agricultural College.
II County Agents.
III Successful farmers.
IV Local businessmen who are familiar with values of farm land in the purchase area.

h If the proposed project is located in an area where minerals are known to exist or where there is a considerable amount of timber or young tree growth, a technically trained person in each of these fields may be added to the above committee, namely: a geologist or forester. The committee may be further supplemented with successful mineral operators or lumbermen.

i Immediately upon the adjournment of this committee, the Project Manager and the Project Chief Appraiser will carefully review the data assembled and set up the schedule of values in conformity with the principles outlined in the sample.

j Where minerals are a market factor in the sale of lands, a schedule of values for such minerals will be set up separate or apart from the schedule of values for land.

k Where merchantable timber is a market factor in the sale of lands, values for such timber may be set up separate and apart from the schedule of values for land or minerals.

l All schedules will include a concise statement of facts substantiating the method by which the base values were determined.

3 m Three (3) copies of the schedule will be signed by the Project Manager and the Project Chief Appraiser and forwarded to the Regional Director for approval. If the Regional Director and the Regional Chief of Land Acquisition approve the schedule as submitted, they will sign all three copies and forward them to the Division of Land Acquisition (BAE), Washington. If the Division Leader approves the schedule, he will affix his signature thereto, retain one copy in his office and return two copies to the Regional Director with an accompanying letter. The Regional Director will retain a copy of the schedule in his office and forward the other copy to the Project Manager. Facsimiles of the official copy of the schedule of values will be prepared and distributed as follows:

I Four (4) copies to accompany the land acquisition plan submitted to the Project Organization Division (BAE), Washington in conformity with Instruction LU-PO-1.

II One (1) copy for each appraiser on the project.

n When the Regional Director receives official notice from the Division Leader that the schedule is approved, appraisal work under the schedule may begin.

4 <u>APPRAISING</u>:

a General policies:

I No appraiser will be permitted to appraise land in which he has an interest and/or land owned by a relative either by marriage or otherwise.

II In all appraisals, the appraiser will determine the true and full market value predicated on the acquisition of a full fee simple title to the property as of the date the appraisal is made. Form LU-LA-3 will be used.

A If the purchase plan indicates that less than a full fee simple title may be acquired, the appraiser should take into consideration the effect upon the surface and sub-surface rights of all exceptions (interests outstanding in third parties) known at the time of the appraisal. In appraising a tract of land where sub-surface rights are owned by parties other than the proponent, the appraiser will assign values to the surface only and reduce the surface value by an amount which in his opinion is sufficient as a nuisance charge for the potential exercise of the sub-surface rights. He should indicate in the space "Remarks" the basis on which he reduced the per acre price.

4 a III Any reservation which the proponent may desire will receive consideration when the option is negotiated.

IV Mineral rights vested in the proponent will not be appraised in areas where they have no market value. In areas where minerals are owned by the proponent and have a known market value, the appraiser will appraise the minerals and include their value in the summary of valuation.

V Where the purchase plan indicates that a full fee simple title is required and mineral interests are owned by third parties and have a known market value, the appraiser will appraise them and include their value in the summary of valuation.

VI In cases where the proponent has previously sold or leased his subsurface rights to a third party but desires now to dispose of his royalty right to the minerals, the appraiser should within the limits of the schedule of values for minerals for the project, appraise the minerals, and add the proponent's interest in the minerals (1/8th, 1/16th, or whatever royalty interest the proponent has) to the value of the surface rights.

VII The appraisal will include an itemized statement showing the value of all improvements, removable or non-removable. The appraiser will follow closely the schedule of values set up for the project to cover such improvements.

VIII Lands subject to future assessments or reclamation charges cannot be acquired for agricultural adjustment land use projects unless arrangements have been made to provide funds for the payment of such future assessments.

IX If the appraiser at the time of appraisal learns that the tract is located within a reclamation district, he will appraise the property subject to the acquisition of the same in fee and note on the tract ownership data form all available information relative to the reclamation district for the benefit of the Project Manager.

X Water rights other than those in reclamation districts shall be given consideration in the appraisal of the land to which benefits accrue as a result of their

4 a X existence. Where such rights have a market value independent of the land value, the appraisal shall contain a separate statement of the market value of these water rights, but this value is not to be added to the land value in the summation of the appraisal.

XI In the column "Salvage Value" of the appraisal report Form LU-LA-3, proper entry will be made of the salvage value of each removable improvement. A fair check on the salvage value is what an interested bidder might reasonably be expected to bid for an improvement to be moved by him to some other property either in its entirety or as wreckage.

~~XII In calculating the net total "Fair Market Value" a deduction will be made of the total salvage value for all improvements to be removed by the proponent.~~

b Duties of Appraisers:

I To insure the success of the land acquisition operations, sound appraisal practices must be followed. The Leader, Division of Land Acquisition, will provide for necessary investigations to see that such sound appraisal practices are observed universally by the field acquisition forces. Only experienced and qualified appraisers will be employed. Furthermore, they shall be men selected because of known qualities of integrity, mental alertness and ability to determine land values predicated on sound appraisal practices. Much money and time will be saved by discontinuing the services of any appraiser whose work falls below the desired standard or appears to be generally or periodically unreliable.

II It is the paramount duty of an appraiser to adhere strictly to appraisal ethics and at all times conduct himself in a manner which will reflect credit upon his profession.

III Specific duties of appraisers:

A Regional Reviewing Appraiser.

(1) Review periodically the work of all appraisers in the region and prepare reports on his findings to be submitted to the Regional Director through the Chief of Land Acquisition.

4 b III A (2) Pass upon all schedules of values.

(3) Analyze and approve appraisal reports for all projects.

B Project Chief Appraiser.

(1) Review periodically the work of all Project Appraisers and make reports thereon to the Project Manager.

(2) Assist in compiling the schedule of values for the project.

(3) Analyze and approve all appraisal reports for the project.

C All Appraisers.

(1) Familiarize themselves with contents of Title III of the Bankhead-Jones Farm Tenant Act.

(2) Familiarize themselves with all general instructions issued by the Division of Land Acquisition and the Regional Office, and any other pertinent information issued by the Washington or Regional Office of the Bureau of Agricultural Economics, relative to the appraisal of land under Title III.

(3) Follow the schedule of values, explaining fully in the space provided in the appraisal report Form LU-LA-3 under "Remarks", any deviation whatsoever from the approved schedule.

(4) Before actually appraising a specific tract, to have in their possession a certified tract map and a copy of the tract ownership data form.

(5) Study the purchase plan to familiarize themselves with the kind of titles to be acquired.

(6) Appraise the farm, prepare in detail a report on Form LU-LA-3, and before signing the certificate thereon, satisfy themselves that the report is accurate and complete in all details.

4 b III C (7) Refrain from discussing total price, values or reservations with the proponent and avoid saying or doing anything that might interfere with successful negotiations at a later date.

(8) Never divulge the results of their findings to anyone other than their superiors.

5 NEGOTIATING OPTIONS:

a General Policies:

I A negotiator will not be permitted to negotiate options for land in which he has an interest or for land owned by a blood relation or relative by marriage.

II Negotiations for options under Title III will be entrusted only to men having integrity, business ability, sound judgment, knowledge of land values and ability to fully comprehend the seller's reaction to price suggestions.

III Land will be optioned under Title III at less than the appraised price whenever possible. This is not to be construed as authority to take unjust advantage of ignorant or uninformed land owners, but rather is a means of protecting the Government's interest.

IV Negotiations for options will not be undertaken until the Project Manager has been authorized to do so by the Regional Director.

V Negotiations for a specific tract will not be undertaken until an appraisal has been made and approved by the Project Manager and Project Chief Appraiser.

VI Negotiations to option tracts of land appraised at $50,000 or more shall not be initiated until authorized by the ~~Project Manager and Project Chief Appraiser~~. Division Leader in Washington.

VII Negotiations with entrymen to relinquish homestead entries which they cannot perfect shall not be undertaken until approved by the Division Leader in Washington.

b Duties of Negotiators:

I Before starting to negotiate options for the purchase of land under Title III, it will be the duty of all negotiators to familiarize themselves with:

5 b I A The contents of Titles III and IV of the Bankhead-Jones Farm Tenant Act.

B The contents of this Instruction and any other instruction which may be subsequently issued relative to the purchase of land under this program.

C The purchase plan for the project to determine the kind of titles that may be acquired.

D The information contained in the appraisal report, tract map, and tract ownership data form for each tract to be optioned and any other available information that may be effectively used in their negotiations.

II When familiar with the instructions and data listed above, negotiators will insert the following information on each option, Form LU-LA-4, before leaving the project office:

A The project symbol.
B Project name.
C County.
D State.
E Name of proponent
F The legal description of the tract to be optioned.

III If the proponent owns two or more contiguous tracts, they will be included in one option. If the proponent owns two or more non-contiguous tracts, a separate option will be taken for each tract. Tracts cornering on each other are not to be considered contiguous.

IV The negotiator in studying the tract ownership data form may discover that title to part of a particular tract is clear and part is cloudy, in which event he may take two options, one covering that land to which title is clear, the other covering that land to which title is cloudy. Separate surveys, appraisals and tract ownership data forms will be required.

V If the negotiator finds that the proponent already has in his possession an abstract of title to a part of his land but not for the remainder, he may take two options, one covering the land on which an abstract is available and one covering the other part. Separate surveys, appraisals and tract ownership data forms will be prepared.

5 b VI The negotiator will in no way threaten or intimidate the proponent nor will he make the proponent any promises or attempt to obligate the United States in any manner whatsoever except as provided for under the terms and conditions of the option. If the negotiator is unable to secure an option at/or below the appraised price, he will cease negotiations and report the facts to the Project Manager.

VII One of the factors which may influence the proponent's attitude toward optioning his land to the Government may be based on the fact that liens against the property, when paid out of the purchase price, will leave him little or no equity. In these instances, the negotiator will report the facts to the Project Manager who will attempt to have the liens reduced. If the Project Manager is successful in obtaining a scaling down of the liens, he will have the mortgagee or lienor sign "Consent to Option by Mortgagee or Lienor", Form LU-LA-5, indicating the amount agreed upon. This may permit the negotiator to secure an option within the appraised value of the tract.

A Where the Project Manager cannot obtain a scaling down of the liens or if the proponent for some other reason remains adamant in his demands for payment of more than the appraised value, the Project Manager should report all the facts in such cases to the Regional Director.

VIII The option form provides that after the acceptance, the United States shall have the right to enter at any time upon the land for the purpose of clearing, plowing, planting, constructing and maintaining such permanent or temporary structures and improvements, and to do all other things necessary or desirable for or incidental to development of the land as a part of the project area.

A If the proponent refuses to sign the option unless all or part of this provision is deleted, negotiations shall cease and the facts shall be immediately reported to the Project Manager.

B This provision of the option cannot be altered except by deletion in its entirety or in part, and then only upon the written authority of the Project Manager who will have secured the approval of the Regional Director.

5 b VIII C The negotiator may then proceed to obtain an option. He will require the proponent to place his initials in the margin at the point where the deletion is made.

D The written authority of the Project Manager must be attached to the original option.

E An option with part or all of this provision lined out will not be accepted for purchase in Washington unless the written authority of the Project Manager is attached thereto.

c Exceptions (Interests Outstanding in Third Parties).

I When the tract ownership data form for the tract of land to be optioned indicates that an exception exists in the chain of title, the negotiator will not attempt to negotiate an option with the proponent until he has:

A Called the matter to the Project Manager's attention.

B Obtained clearance from the Project Manager to proceed with the negotiation.

II After the negotiator has received clearance from the Project Manager to option land subject to an exception, he will list the exception on the option and include the legal description as shown in the title records.

III When the negotiator interviews the proponent he will discuss the matter of exceptions to determine whether there are any exceptions such as rights of way, school lots, cemeteries, etc., which have not been listed on the tract ownership data form. The negotiator will also discuss with the proponent the possibility of eliminating any such exceptions.

IV In cases where the negotiator finds that an exception exists (Paragraph III above) he will cease negotiations, obtain all pertinent facts and proceed as instructed in Paragraph I.

V If the Project Manager determines after reviewing the information that the land should be purchased subject to such exception, he will have the tract surveyed, a new

5 c V tract map prepared showing the location of the land affected by the exception, and thereafter have the tract reappraised. The negotiator may then continue negotiations.

d Reservations (Interests Retained by the Proponent).

I The negotiator will be informed as to the type of reservations permitted from his study of the purchase plan.

II It will be the duty of the negotiator to secure and submit the details of all reservations (except buildings, fences, etc.) desired by the proponents to the Project Manager for his consideration and decision.

III If the Project Manager believes that a reservation desired by a proponent will not interfere with the objectives of the project, he will have the area affected by the reservation surveyed and platted if required and and have the reservation appraised. This material will enable the Project Manager to determine the basis on which the negotiator should proceed.

IV When authorized by the Project Manager to proceed with negotiations, the negotiator will insert complete terms and description of the reservation on the option and continue negotiations with the proponent.

V Where the proponent desires to reserve buildings, fences, etc., it will not be necessary to reappraise them. However, the salvage value of such improvements, as shown on the appraisal report, will be deducted when authorized by the Project Manager from the total appraised value.

VI In the event the proponent insists on reserving sub-surface rights which have no known market value, the Project Manager and the appraiser will readjust the appraisal report by reducing the appraised value by an amount which in their opinion is sufficient as a nuisance charge for the potential exercise of the sub-surface rights. A schedule for such deductions will be prepared by the Project Manager, approved by the Regional Director and a copy will be forwarded to the Division of Land Acquisition, (BAE) Washington.

e Life Leases

I Under no circustance will a <u>reservation of a life estate</u> appear in or be a part of the option. However, under certain conditions which are set forth in the instruction of the Division of Project Organization (LU-PO-1 12-g-I) a <u>life lease</u> may be granted to a proponent. The negotiator

5 e I will not suggest a life lease as a selling point to obtain an option.

II In the event the proponent requests a life lease and the option cannot be obtained without granting the request, the negotiator will cease negotiations and submit the facts to the Project Manager.

III If the Project Manager finds that the granting of such life leases is specifically permitted within the provisions of the approved plans for the project, and that the requested lease will not otherwise interfere with the objectives of the project, he will prepare the lease on the form provided by the Division of Project Organization.

IV In the lease form will be inserted the full legal description of the land involved and the restrictions and conditions under which the lease is to be granted. The land to be leased should be clearly indicated on ~~the~~ a tract map which will be attached to each copy of the lease.

V An original and five carbon copies of the lease will be prepared. The original and two carbon copies will be signed by the proponent. Distribution of the original and five carbon copies will be as follows:

A Original to Washington with option assembly.
B First signed carbon copy to Washington with option assembly.
C Second signed carbon copy to Washington with option assembly.
D Third unsigned carbon copy to be left with the proponent.
E Fourth unsigned carbon copy to be kept in the files of the project office.
F Fifth unsigned carbon copy to be kept in the files of the regional office.

VI The consideration for the life lease will be calculated as follows:

A If two or more proponents are to participate in the life lease, the charge will be computed on the life expectancy of the younger.

B The charge will be computed from the table approved by the Division of Project Organization which is attached to this Instruction (Exhibit "B"). To compute the charge for the use of the land, locate in the left

5 e VI B hand column of the table, the age of the proponent or the spouse, whichever may be younger, and read across to the third column and multiply the figure found there by the appraised value of the land to be leased, exclusive of improvements. To compute the charge for the use of the buildings, read across to the fourth column and multiply the figures found there by the appraised salvage value of the improvements to be included in the lease. This amount added to the amount to be charged for the use of the of the land will be the total consideration to be shown in the lease.

C Illustration based on 10 acres: The proponent is 60 years of age and his or her life expectancy is 14.1 years at $5 per acre, or $50. Improvements on the land described in the lease are appraised at $1,000 but the appraised salvage value is $250. The consideration for the use of the land, given in the table, for a man 60 years of age is $0.42475 for each one dollar of valuation and would be $21.24 for a valuation of $50. The charge for improvements on the land, given in the table, is $0.66808 for each one dollar of salvage value and would be $167.02 for a salvage value of $250. The total charge for both the land and the improvements would then be $21.24 plus $167.02 or $188.26, the latter figure being the consideration of the lease.

VII The consideration for the life lease is to be paid by the proponent at the time of payment of the purchase price.

f Temporary Use Agreements:

I The term for which temporary use agreements can be executed will be based upon seasonable cropping operations. Temporary use agreements are provided to permit proponents to complete operations started before title vests in the Government. The period of time that the agreements may be effective should not extend beyond the time required to complete such operations. No reference to the temporary use agreements will be made in the option. The agreements will be prepared on forms provided by the Division of Project Organization.

5 g Factors to be Considered When Obtaining Proponent's Signature.

I Insert the date and price in the option form.

II Insert the name and address of one person to whom the notice of acceptance will be sent unless the proponent insists on the notice being sent to more than one person. Print the first name, middle initial, and surname of the person to be notified and make certain that the address is correct.

III It is important that the legal description of the tract inserted in the option conforms with that shown on the tract ownership data form, appraisal report and tract map.

IV The negotiator will carefully check the option to satisfy himself that it has been prepared with care, is legible, and contains all essential information.

V No changes in the printed form or interlineations in the form, except as provided in paragraph 5 b VIII, will be permitted.

VI Corrections of the items inserted in the option form by the negotiator such as price, legal description, exceptions, reservations, etc., should be avoided wherever possible. In the event minor corrections may be necessary, the negotiator will consider the effect that such changes will have upon the validity of the option. Such corrections can be made only before the signing of the option and must be initialed by all parties signatory. If a material correction in the items is required a new option will be prepared.

VII The negotiator should thoroughly explain the conditions and terms of the option to the proponent. The explanation must result in the proponent understanding every condition and term of the option. The proponent should also understand that the option when signed is a binding contract, that thereafter alterations or revisions of its conditions and terms will not be permitted and further that the purchase price includes all rights and improvements except those stated on the face of the option.

5 h Signing the Option:

I The tract ownership data form, if properly prepared, will indicate the parties in whom title is vested. All parties having such an interest in the land must sign the option.

II The signatures of the proponent and witnesses will be required on the original, first and second carbon copies of each option.

III Indicate clearly in the option the marital status of each person (widow, married, single, etc.).

IV If the proponent is married the spouse must also sign the option.

V The signature placed on the option must definitely identify the proponent. Several examples follow:

A A deed may vest title in the proponent in the name of J. H. Doe, whereas other items in the chain of title may refer to him as John H. Doe or J. Henry Doe. In such cases the option should be signed John Henry Doe, also known as J. H. Doe (since title is shown to be vested in J. H. Doe).

B Since acquiring title, Mary F. Rowe may have married John H. Doe. In such cases the option will be signed Mary F. Doe (formerly Mary F. Rowe).

C Title to the property may have been acquired in the name of John Doe, Jr., whereas senior is now deceased. The option should be signed John Doe (formerly John Doe, Jr.).

D Henry Whitefeather, an Indian, may be known by several names. The option should be signed Henry Whitefeather (also known as Henry Smith, etc.).

VI Where an option is signed by an agent, officer of a corporation, administrator, executor, trustee, receiver, member of an unincorporated firm, partnerships, etc., the authority of the individual signing must be attached to the option, such as power of attorney, resolution of board of directors, court order, letter of administration etc.

VII Where the option is signed with the proponent's mark, the statutory requirements for witnesses must be followed.

5 h VIII Each signature on the option must be witnessed. In some states the statutory requirements may provide that two parties witness each signature.

IX The negotiator may be a witness to the signature.

X The proponent will be paid $1.00 (One Dollar) by the negotiator at the time the option is signed. The negotiator will fill out a Government receipt, Standard Form 1012d and have it signed by the proponent. The receipt will have noted thereon the name of the project and the project symbol. The negotiator will be reimbursed by preparing and submitting a voucher, Standard Form 1012 and will not include such items in his travel voucher.

6 CERTIFIED COPIES OF PATENTS AND TOWNSHIP PLATS:

a Where a patent is not of record in the County in which the tract is located, the Project Manager, will request the General Land Office, Department of the Interior, Washington, D. C., for a certified copy. The request will include the name of the entryman, serial number and complete legal description of the tract of land for which a patent is desired, as for example, the NE$\frac{1}{4}$, SE$\frac{1}{4}$, Section 22, Township 13 North, Range 21 East.

b The same procedure will be followed when a certified copy of a township plat is needed.

c The requests for this material will state that it is to be sent direct to the Project Office.

d Carbon copies of all requests to the General Land Office will be sent to the Regional Director and the Division of Land Acquisition (BAE), Washington.

7 SUBMISSION OF THE ACQUISITION MAP:

a A copy of the base map prepared by the Project Organization Division in accordance with instructions contained in Paragraph 7 A IV, Instruction No. LU-PO-1, will be used to record the progress of land acquisition.

b The first group of options submitted from a project to the Division of Land Acquisition (BAE), Washington, will be accompanied by a copy of the acquisition map. The location of each tract will be indicated on the map by its number.

c Subsequent submission of options need not be accompanied by a second copy of the acquisition map as the first map submitted will be brought up to date in Washington as each succeeding group of options is received.

7 d Copies of the acquisition map will be kept in the project office and the regional office and will be maintained currently as options are taken and submitted to Washington.

8 PREPARATION OF OPTIONS FOR ACCEPTANCE:

a The Project Manager will make up option assemblies as follows:

I The original signed option, which will be filed with the General Accounting Office after acceptance, will be accompanied by the following documents:

A Certified tract map.
B Authorities for signature.

II The first signed copy of the option, to be mailed to the vendor after acceptance, will be considered a complete option assembly.

III The second signed copy of the option, to be filed in the Division of Land Acquisition (BAE) after acceptance, will be accompanied by the following documents.

A Appraisal report.
B Certified tract map.
C Tract ownership data form.
D Authorities for signatures.
E Consent to option by mortgagee or lienor.
F Copies of executed temporary use agreements.
G True copies of licenses and leases, etc., executed between proponents and third parties.

IV The third (facsimile) copy, to be filed in the vendor's file maintained by the Bureau, will be accompanied by the following documents:

A Appraisal report.
B Certified tract map.
C Tract ownership data form.
D Authorities for signatures.
E Consent to option by mortgage or lienor.
F Copies of executed temporary use agreements.
G True copies of licenses, leases, etc., executed between proponents and third parties.

V The fourth, fifth and sixth (facsimile) copies will be considered as complete option assemblies. Distribution thereof after acceptance of the option will be made as follows.

8 a V A Fourth (facsimile) copy to the Project Manager for the project files.

B Fifth (facsimile) copy to the Project Manager for submission to the Area Attorney with the abstract and related papers for title examination.

C Sixth (facsimile) copy to the Regional Director for the files of the Regional Office.

VI The seven assemblies required for each land purchase will be securely bound by the Project Manager in a light-weight manila folder in order to prevent the possible loss of any of the documents. The Project Manager will examine carefully the option assemblies and if he is satisfied that they are complete will assign a tract number, which number will be placed on the purchase area map, option, and all related documents. The tract and option number will be the same.

VII On new projects, tract numbers will be assigned consecutively beginning with number 1. The tract number when prefixed by the project symbol will become the official file number for each transaction (see example next line).

Option and tract number - 1 LU-TX-38-21-1

VIII On coterminous projects (old projects) the numbering of tracts will begin at the next 100 above the highest file number used by the Resettlement Administration in the land program (see example next two lines).

Highest file number assigned to old project, LA-WY-1-1403

New option and tract number 1500 LU-WY-38-1-1500

IX The Project Manager will then list each case in a transmittal letter to the Regional Director, requesting him to recommend them for acceptance to the Division of Land Acquisition, (BAE), Washington. A carbon copy of this letter will be forwarded to the Division of Land Acquisition, (BAE), Washington.

9 EXAMINATION AND TRANSMITTAL OF OPTIONS TO WASHINGTON FOR ACCEPTANCE:

a The submission of option assemblies to Washington for acceptance by the regional office will begin when the Regional Director has determined that a sufficient number have been secured to insure the success of the project.

9 a I The Regional Director will examine all option assemblies to determine whether they are in the proper form and that the option, appraisal report, and all related papers have been properly numbered and signed.

II The Regional Director will indicate his approval by signing all documents requiring his signature and forward the assemblies to the Division of Land Acquisition (BAE), Washington, with a covering letter.

III A carbon copy of the covering letter will be sent to the Project Manager.

b All options which the Regional Director is unwilling to endorse for acceptance should be returned immediately to the Project Manager with all related papers for adjustment or correction.

I The letter to the Project Manager should set forth clearly and definitely the reason for not endorsing the options for acceptance.

II A carbon copy of this letter will be submitted to the Division of Land Acquisition, (BAE) Washington.

c Under no condition should the Regional Director permit an option to be submitted to the Division of Land Acquisition, (BAE) Washington, which does not have his endorsement for acceptance.

"EXHIBIT "A"
SCHEDULE OF VALUES
(SAMPLE COPY)

CROPLAND

Grade A:
(Insert soil name or names) Most productive land of the area. In good state of cultivation and adaptable to all crops commonly grown in the area. No undesirable features. Produces from 12 to 18 bushels of wheat per acre.

Grade B:
(Insert soil name or names) Same as Grade A, but lower fertility due to mismanagement or variation in soil textures. Slight sheet erosion. Produces from 8 to 12 bushels wheat per acre.

Grade C:
(Insert soil name or names) Poor farmland, either from poor management or soil classification. Low crop yield; not usually profitably cultivated. Active sheet erosion. Produces from 4 to 8 bushels wheat per acre.

Grade D:
(Insert soil name or names) Poor land usually eroded and broken. Cannot be profitably farmed and usually abandoned. No cover crop. Produces from 2 to 4 bushels wheat per acre.

The values assigned to the above described lands are based on land well located within the farm unit and the community, with average-sized and regular-shaped fields, no noxious weeds, etc. Score down for poor location and accessibility, rock, gravel, excessive erosion, roughness, irregular-shaped fields and other undesirable features.

PASTURE & GRAZING LAND

Grade A:
(Insert soil name or names) Smooth and well sodded in one or more of the common pasture grasses adapted to this section. Usually bottom land. No noxious weeds or erosion. Requires 1 to 8 acres for 1000 lbs. steer for 10 months.

Grade B:
(Insert soil name or names) Same as Grade A except sodded with native pasture grasses such as broom sedge. May have slight sheet erosion. Requires 8 to 20 acres for 1000 lbs. steer for 10 months.

Grade C:
(Insert soil name or names) Land with a poor cover of native grass, low fertility, active sheet erosion and some brush. Requires 20-30 acres for 1000 lbs. steer for 10 months.

Grade D:
(Insert soil name or names) Grade of pasture land conforming with

grade D cropland. Requires 30 acres or more for 1000 lbs. steer for 10 months.

The values assigned to the above described lands are based on adequate water supply, good accessibility, ½ north and ½ south slope, etc. Score down for inadequate water supply, excessive erosion, noxious weeds, rocks, roughness, poor cover, more than ½ south slope, etc.

TIMBERLAND

Grade A:

(Insert soil name or names) Generally smooth fertile soil and suitable for cultivation if cleared. Has a good stocking of either young or semi-mature trees of a commercial species.

Grade B:

(Insert soil name or names) Same as Grade A except that the land may not be as smooth, having stony areas and the stocking may be slightly damaged from fire, insects, or cutting. Some weed species.

Grade C:

(Insert soil name or names) Fairly rough land not naturally fertile. Usually cut-over. Often damaged by fire, insects and cutting. Stocking mixed with weed trees. Not suitable for cultivation if cleared.

Grade D:

(Insert soil name or names) Naturally poor land, may be abandoned cropland covered with thin stocking of weed species, gullied and rough. Heavy fire or insect damage.

The values assigned to the above described land are based on ½ north and ½ south slope and fair accessibility. Score down for excessive weed species, thin stocking, rock, roughness, fire, insect and cutting damage, more than ½ south slope, inaccessibility, etc.

Arabic numerals 1, 2, 3 and 4 will be used to indicate size (diameter) of timber. The proper numeral will be attached to the grade symbols. A, B, C, or D. Timber sizes will be indicated as follows:

1. 9" D.B.H. and above
2. 6" to 9" D. B. H.
3. 3" to 6" D. B. H.
4. 0 to 3" D. B. H.

Merchantable timber in commercial quantities will be appraised separately and added to the land value on the appraisal report.

Timberland with the merchantable timber reserved by the proponent will be appraised as follows:

> Appraise the land with the amount of young stocking that will be left after the reserved merchantable timber has been removed. Taking into consideration the cutting damage, the effect of sun gall on the young stocking and the fire hazard created by the slash.

Slope is indicated as follows:

I. Level to gently rolling, 0-3% inclusive.
II. Medium rolling, 3.1-7% inclusive.
III. Steeply rolling, 7.1% and above.

The symbol F, A, 1, II, will mean forestland, Grade A, stand 9" D.B.H. or better on 3.1-7% slope.

APPRAISED SCHEDULE OF LAND GRADES AND VALUES

Value per acre of crop, pasture and forest lands by class, grade and slope.

CROPLANDS	I	II	III
Grade A	$12-20	$8-16	$----
Grade B	8-13	6-10	2-10
Grade C	3-8	2-5	.50-3
Grade D	1-3	.50-2	.25
PASTURELAND			
Grade A	8-15	6-12	3-6
Grade B	5-10	3-6.50	2-3.50
Grade C	3-6	2-4	.25-2.50
Grade D	1-3.50	.25-1	.25

Forestland and young timber growth (merchantable timber will be appraised separately).

Grade A	8-12	5-9	3-6
Grade B	5-8	3-6	2-3
Grade C	3-6.50	3-4.50	2-3.50
Grade D	0-3	1-2.50	1-2

DWELLINGS

Frame, solid lumber, native siding with cracks, weather stripped usually box type construction with "T" addition or shed-type "lean-to". Inside walls sealed or papered. Foundation stone or concrete pillars at corners.

Age 15 years or less, good condition, solid construction, roof good, window and door frames not sagging, floors and walls tight. Value $75 - $125 per room.

Age 15 - 30 years, fairly good condition, foundation solid, roof fair; fair construction, needs paint. Value $50 - $100 per room.

Age 30 - 50 years, poor condition, roof in poor condition and leaking, but could be repaired, sills sagging or rotting, foundation not solid, interior walls or floors not tight, and not beyond repair. Value $20 - $75 per room.

Age 50 years or over; roof needs replacing, sills rotting, foundations not solid, window and door frames rotted or sagging. Value $10 - $40 per room.

Score up for weatherboarding, plastered interior walls, full concrete or stone foundation basement, or evidence of unusually good construction. Score down for evidence of unusually poor construction, material, care and utility to the farm.

LOG HOUSES

Constructed of hewed logs, solid foundation of stone or concrete, stone or brick fireplace and chimney, solid flooring, windows and door frames not sagging, shingle, shake or metal roof.

Age 20 years or less. In good condition, solid construction. Value $75 - $125 per building.

Age 20 years or more, in fair condition. Value $25 - $75.

Score down for rotted or pole logs, sagged doors and window frames, poor roofe, etc.

When "lean-to" rooms of frame construction have been added to log houses, estimate their value as set forth under dwellings.

BARNS

Rectangular frame buildings. Shingle or metal V-type roof. Adequate for the farm in size and arrangement. Solid foundation of stone or concrete pillars.

Barns in good condition, 15 years or less in age, good roof, solid sills and framing, siding in place and in good condition.

Value at rate of $2\frac{1}{2}$¢ to $4\frac{1}{2}$¢ per cubic foot. (Length x width x height of siding).

Barns in fair condition, 15-30 years old. Fair roof, siding in fair condition, frame still sound and not sagging, foundation solid.

Value at rate of 1¢ to $2\frac{1}{2}$¢ per cubic foot.

Barn in poor repair, 30-50 years old. Roof poor, sills or framing sagging or rotting. Siding partially gone, foundation not solid.

Value at rate of $\frac{1}{2}$¢ to $1\frac{1}{2}$¢ per cubic foot.

Old barns, dilapidated siding and roof. Framing still fairly sound. Buildings still serving as partial shelter and feed storage.

Value at rate of 0¢-$\frac{1}{2}$¢ per cubic foot.

Score down for poor construction, material, care and utility to the farm.

POULTRY HOUSES - CORN CRIBS - WOOD HOUSES - GRANARIES - ET CETERA

Buildings adequate, serviceable and in good condition. Age 15 years or less, good construction, material, design and solid foundation.

Value at rate of $1\frac{1}{2}$¢ to 4¢ per cubic foot.

Building in fair condition, adequate and serviceable. Age 15-30 years. Not beyond repair.

Value at rate of $\frac{1}{2}$¢ to $1\frac{1}{2}$¢ per cubic foot.

Building in poor condition. Age 30 years or over. Sills rotting and foundation in poor condition. May not be worth repairing.

Value at rate of 0¢ to $\frac{1}{2}$¢ per cubic foot.

Score down for same reasons as barns.

OUTSIDE CELLARS

Well drained, adequate for fruit and vegetables.

OUTSIDE CELLARS CONTINUED

Stone or concrete cellars -

40-80 square feet floor space - - - - - - - -	$20 - $40
80-120 " " " " - - - - - - - -	$30 - $60

Buildings in good condition due to excellent care, but old, should be graded up regardless of age.

All buildings, regardless of whether they have been assigned a value, should be shown on the appraisal report.

WOVEN WIRE FENCES

	26" high or under	32" high or over
Heavy, #9 wire throughout - hog tight. One post per rod.		
No rust showing	$.50	$.60 - rod
Slight rust	.20	.25 "
Rusty	.15-0	.15-0
Medium, #9 top and bottom #11 filler; hog tight. One post per rod.		
No rust showing	$.30	$.35 - rod
Slight rust	.12½	.15 "
Rusty	.08-0	.10-0
Light, #10 top and bottom #12½ filler; hog tight. One post per rod.		
No rust showing	$.22	$.25 - rod
Slight rust	.08	.10
Rusty	.04	.05-0

BARBED-WIRE, one post per rod

No rust showing	$.04 - rod	single strand
Slight rust	.02	" "
Rusty	.02-0	" "

(Multiply the value of one strand by the number of strands in the fence to determine the value per rod for fences of two or more strands).

OTHER FENCES:

NO VALUE

(NOTE: It may not be desirable on some projects to set up a schedule of values for fences, but reflect their value in the appraisal of the land.

The undersigned have established the above descriptions and base values from data assembled and by a physical examination of the area and believe that they are fair and equitable.

Signed _____
Project Manager Date

Signed _____
Project Manager Date
Chief Appraiser

Approved _____
Regional Chief of Date
Land Acquisition

Approved _____
Regional Director Date

Approved _____
Division Leader Date
in Washington

EXHIBIT "B"

TABLE FOR CALCULATING CHARGES FOR LIFE LEASES

(Expectancy figures based on American Mortality Table)

Age of Seller	Expectation of Life	Charges for Land Per each $1.00 of Valuation	Charges for Improvement Per each $1.00 of Valuation
Years	Years	Dollars	Dollars
60	14.10	.42475	.66808
61	13.47	.41039	.64874
62	12.86	.39611	.62909
63	12.26	.38174	.60914
64	11.67	.36726	.58878
65	11.10	.35296	.56842
66	10.54	.33691	.54658
67	10.00	.32443	.52710
68	9.47	.31024	.50720
69	8.97	.29658	.48587
70	8.48	.28297	.46538
71	8.00	.26931	.44468
72	7.55	.25629	.42474
73	7.11	.24335	.40474
74	6.68	.23048	.38469
75	6.27	.21801	.36510
76	5.88	.20595	.34602
77	5.49	.19371	.32651
78	5.11	.18161	.30707
79	4.74	.16964	.28772
80	4.39	.15818	.26905
81	4.05	.14667	.25035
82	3.71	.13541	.23164
83	3.39	.12450	.21354
84	3.08	.11379	.19568
85	2.77	.10294	.17749
86	2.47	.09233	.15959
87	2.18	.08195	.14199
88	1.91	.07217	.12533
89	1.66	.06303	.10969
90	1.42	.05417	.09446
91	1.19	.04560	.07967
92	.98	.03771	.07200
93	.80	.03089	.05415
94	.64	.02479	.04351
95	.50	.01942	.03413

Approved C. F. Clayton

C. F. Clayton, In Charge,
Division of Project Organization.

LU-LA-3 (Revised)

July 29, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

This Instruction is issued as a revision of Instruction LU-LA-3 dated January 13, 1938 and Supplements 1 to 12, inclusive, and, effective immediately, will supersede those Instructions. Instruction LU-LA-3 and Supplements 1 to 12, inclusive, should hereafter be disregarded except for Exhibit "A" and "B" attached to Instruction LU-LA-3 and Exhibit "A" attached to Instruction LU-LA-3 (Supplement 11), which exhibits should be detached from the old Instructions and placed with this Instruction.

INTRODUCTION:

The procedure outlined in this Instruction will be followed in the appraising and optioning of land under Title III of the Bankhead-Jones Farm Tenant Act. The Secretary of Agriculture has delegated the administration of the provisions of Title III of the Bankhead-Jones Farm Tenant Act to the Bureau of Agricultural Economics. The Division of Land Acquisition, of the Bureau of Agricultural Economics, has been assigned the full reponsibility of acquiring all land under Title III. The acquisition of land under the program for which Title III provides will be scrutinized closely by various governmental agencies as well as individuals. It is imperative, therefore, that all activities under the program should be conducted as carefully as possible. Appraisals should be soundly made and options should be limited within the appraisal values. No promises, verbal or otherwise, should be made to any proponent by any field employee, either of the Land Acquisition Staff or of any other Land Acquisition activity, which may be construed by the proponent to obligate the Government beyond the terms and conditions of the option. It is essential also that suitable and adequate records be kept in order to assure that the funds made available under Title III will be used effectively. The procedure outlined in this Instruction provides a basis for a sound and closely coordinated program of land acquisition, and the principles stated herein must be observed strictly. The Regional Director and members of his staff responsible for land acquisition may occasionally find that parts of this Instruction are not entirely adaptable to the needs of certain projects and areas. In such instances, the Regional Director will recommend the changes or modifications of this Instruction which he believes necessary to meet the local requirements. He will submit such recommendations to the Division of Land Acquisition in Washington for consideration, with the distinct understanding that operations under the proposed procedure are not to be initiated until the Regional Director has been officially advised that the proposed procedure has been approved. Every effort will be made to review promptly such proposals and transmit decisions thereon to the Regional Director in order to avoid undue delay in field operations.

1 INITIATION OF ACQUISITION ACTIVITIES:

a Land acquisition activities will not be initiated on any project until the Regional Director has been officially instructed to do so by the Division Leader in Washington, or by an authorized representative of his office. The Regional Director will thereafter instruct the Project Manager to initiate the acquisition activities on the particular project. In addition to appraisers, et al, it is important that a curative agent be available to the project from the commencement of the acquisition activities.

2 PREPARATION OF TRACT OWNERSHIP DATA:

a One of the first duties of a Project Manager will be to assemble complete tract ownership data using Form LU-LA-2 for all tracts within the proposed project area from county records or other sources. Some of the information necessary to fill in the form may have been previously obtained through the activities of other divisions of the Bureau of Agricultural Economics and will be available to the project staff. Caution should be exercised not to duplicate the work of obtaining information already available. The data when assembled will be a deciding factor as to whether an individual tract may be purchased, and will unquestionably expedite title clearance in the later stages. The principal items of this type are:

I The name of the land owners.

II Complete legal description of each tract.

III True copies of leases, easements, licenses, etc. (to be attached to Form LU-LA-2) or excerpts from leases, easements, licenses, etc., sufficient to identify the instruments, with statements by curative agents as to their effect on the title (to be recited on the reverse side of Form LU-LA-2).

IV Mortgage liens and judgment liens.

V Bonded indebtedness directly chargeable to the tract.

VI Delinquent taxes.

VII Any other pertinent information which may be available at the present time in order to aid title clearance work later.

b In General Land Office areas the local Land Office will be contacted in order to secure the serial numbers, legal description and status of homestead entries.

2 c It is suggested that the services of a curative agent be used to gather tract ownership data, check through the titles, and note all objectionable features such as breaks in chains of title, etc.

d The Project Manager will assign a tract number to be used on each Tract Ownership Data Form LU-LA-2. The tract number will become the official file number when prefixed by the project symbol.

I On new projects, tract numbers will be assigned consecutively beginning with number 1 (see example on next line).

Tract number - 1 File number LU-TX-38-21-1

II On coterminous projects (old projects) the numbering of tracts will begin at the next 100 above the highest file number or tract number, whichever is higher, used by the Resettlement Administration in the land program (see examples below).

Highest tract number assigned to old project	Tract 1296
Highest file number assigned to old project	LA-WY-1-1403
New tract number - 1500; new file number	LU-WY-38-1-1500

Highest tract number assigned to old project	Tract 1745
Highest file number assigned to old project	LA-WY-1-1403
New tract number - 1800; new file number	LU-WY-38-1-1800

III When the first group of tract numbers has been assigned, the Project Manager will prepare Form LU-LA-9 "Register of Tract Numbers Assigned" showing the tract number and owner's name, where available. The original and one copy of the register will be transmitted to the Division of Land Acquisition in Washington and one copy will be transmitted to the Regional Office.

A On coterminous projects, the register will also show the old tract number assigned under the Resettlement Administration program, where available.

B After the first register has been submitted by the Project Manager, supplemental registers will be prepared weekly, as tract numbers are assigned, and will be submitted in the manner set forth above.

3 SCHEDULES OF VALUES:

a Before appraisal work begins on a project, a schedule of values will be prepared for the project and must be approved as herein provided. This is to provide for one definite means of assuring uniformity in the acquisition operations.

3 b A sample schedule of values was attached to Instruction LU-LA-3 dated January 13, 1938, which was marked Exhibit "A". It is realized that the items in the schedule of values may vary among projects. However, the schedule as a whole will be assembled in conformity with the principles outlined in the sample.

c The base value for all land to be purchased under Title III will be determined by the productive capacity, type of soil, size and shape of fields, location and accessibility both within the farm and the community correlated with comparable sales and sound local opinion.

d The schedule of values will indicate the classification of land applicable to the area (crop land, pasture and grazing land, timber land, etc.).

e Base values for each grade of land within the land classes will be set forth fully and will be graded "a, b, c, etc." starting with the highest grade.

f On most use-adjustment lands, the improvements are second rate. While they may represent an inconsiderable item on any one tract, in the aggregate their cost will constitute a considerable drain on the funds with which the land-use adjustment program is to be accomplished. Schedule of values will be set up to include the entire range of improvements on any specific project. Relatively simple definitions and tabulations of applicable base values suitable under local conditions can often be made after a survey to determine the kind and character of the improvements within the project. Values will be based on construction, material, condition, age, location and value to the farm. All improvements, regardless of value, will be appraised and itemized in the appraisal report as follows:

I Non-removable improvements - All improvements which cannot or are not customarily removed or salvaged (reservoirs, concrete dipping vats, etc.).

II Removable improvements - All improvements which are customarily removed or salvaged. Buildings ordinarily constitute the principal removal improvements. Common methods of evaluating buildings are to determine the replacement value less 3 percent per annum for depreciation or value per cubic feet. On many projects it may be found much simpler and quite satisfactory to set up, in the schedule of values, a base value per room for various types, or value per cabin for each type ordinarily found on the project.

g The Project Manager may find it advisable to seek the advice and cooperation of certain technically trained persons and others living adjacent to or nearby the proposed project area to assist in the compilation of a schedule of values, such as:

3 g I Members of the staff of the State Agricultural College.

II County Agents.

III Successful farmers.

IV Local businessmen who are familiar with values of farm land in the purchase area.

h If the proposed project is located in an area where minerals are known to exist or where there is a considerable amount of timber or young tree growth, a technically trained person in each of these fields may be added to the above committee, namely: a geologist or forester. The committee may be further supplemented with successful mineral operators or lumbermen.

i Immediately upon the adjournment of this committee, the Project Manager and the Supervising Appraiser (Project Chief Appraiser assigned from the Regional Office) will carefully review the data assembled and set up the schedule of values in conformity with the principles outlined in the sample.

j Where minerals are a market factor in the sale of lands, a schedule of values for such minerals will be set up separate or apart from the schedule of values for land.

k Where merchantable timber is a market factor in the sale of lands, values for such timber may be set up separate and apart from the schedule of values for land or minerals.

l All schedules will include a concise statement of facts substantiating the method by which the base values were determined.

m Three (3) copies of the schedule will be signed by the Project Manager and the Supervising Appraiser (Project Chief Appraiser assigned from the Regional Office) and forwarded to the Regional Director for approval. If the Regional Director and the Head of the Regional Land Acquisition Staff approve the schedule as submitted, they will sign all three copies and forward them to the Division of Land Acquisition, (BAE), Washington. If the Division Leader approves the schedule, he will affix his signature thereto, retain one copy in his office and return two copies to the Regional Director with an accompanying letter. The Regional Director will retain a copy of the schedule in his office and forward the other copy to the Project Manager. Facsimiles of the official copy of the schedule of values will be prepared and distributed as follows:

I Four (4) copies to accompany the land acquisition plan submitted to the Division of Project Organization, (BAE), Washington in conformity with Instruction LU-PO-1.

3 m II One (1) copy for each appraiser on the project.

n When the Regional Director receives official notice from the Division Leader that the schedule is approved, appraisal work under the schedule may begin.

4 APPRAISING:

a General policies:

I No appraiser will be permitted to appraise land in which he has an interest and/or land owned by a relative either by marriage or otherwise.

II In all appraisals, the appraiser will determine the true and full market value predicated on the acquisition of a full fee simple title to the property as of the date the appraisal is made. Form LU-LA-3 will be used. The tract number which appears on the Tract Ownership Data Form LU-LA-2, covering the land to be appraised, will be placed on Form LU-LA-3.

A If the purchase plan indicates that less than a full fee simple title may be acquired, the appraiser should take into consideration the effect upon the surface and sub-surface rights of all exceptions (interests outstanding in third parties) known at the time of the appraisal. In appraising a tract of land where sub-surface rights are owned by parties other than the proponent, the appraiser will assign values to the surface only and reduce the surface value by an amount which in his opinion is sufficient as a nuisance charge for the potential exercise of the sub-surface rights. He should indicate in the space "Remarks" the basis on which he reduced the per acre price.

III Any reservation which the proponent may desire will receive consideration when the option is negotiated.

IV Mineral rights vested in the proponent will not be appraised in areas where they have no market value. In areas where minerals are owned by the proponent and have a known market value, the appraiser will appraise the minerals and include their value in the summary of valuation.

V Where the purchase plan indicates that a full fee simple title is required and mineral interests are owned by third parties and have a known market value, the appraiser will appraise them and include their value in the summary of valuation.

4 a VI In cases where the proponent has previously sold or leased his sub-surface rights to a third party but desires now to dispose of his royalty right to the minerals, the appraiser should within the limits of the schedule of values for minerals for the project, appraise the minerals, and add the proponent's interest in the minerals (1/8, 1/16, or whatever royalty interest the proponent has) to the value of the surface rights.

VII The appraisal will include an itemized statement showing the value of all improvements, removable or non-removable. The appraiser will follow closely the schedule of values set up for the project to cover such improvements.

VIII Lands subject to future assessments or reclamation charges cannot be acquired for agricultural adjustment land use projects unless arrangements have been made to provide funds for the payment of such future assessments.

IX If the appraiser at the time of appraisal learns that the tract is located within a reclamation district, he will appraise the property subject to the acquisition of the same in fee and note on the tract ownership data form all available information relative to the reclamation district for the benefit of the Project Manager.

X Water rights other than those in reclamation district shall be given consideration in the appraisal of the land to which benefits accrue as a result of their existence. Where such rights have a market value independent of the land value, the appraisal shall contain a separate statement of the market value of these water rights, but this value is not to be added to the land value in the summation of the appraisal.

XI In the column "Salvage Value" of the appraisal report Form LU-LA-3, proper entry will be made of the salvage value of each removable improvement. A fair check on the salvage value is what an interested bidder might reasonably be expected to bid for an improvement to be moved by him to some other property either in its entirety or as wreckage.

b Duties of Appraisers:

I To insure the success of the land acquisition operations, sound appraisal practices must be followed. The Leader of the Division of Land Acquisition will provide for necessary investigations to see that such sound appraisal practices are observed universally by the field acquisition forces. Only experienced and qualified appraisers will be employed. Furthermore, they shall be men selected because

4 b I of known qualities of integrity, mental alertness and ability to determine land values predicated on sound appraisal practices. Much money and time will be saved by discontinuing the services of any appraiser whose work falls below the desired standard or appears to be generally or periodically unreliable.

II It is the paramount duty of an appraiser to adhere strictly to appraisal ethics and at all times conduct himself in a manner which will reflect credit upon his profession.

III Specific duties of appraisers:

A. Regional Chief Appraiser.

(1) Review periodically the work of all appraisers in the region and prepare reports on his findings to be submitted to the Regional Director through the Head of the Regional Land Acquisition Staff.

(2) Pass upon all schedules of values.

(3) Analyze and approve appraisal reports for all projects.

B Supervising Appraiser (Project Chief Appraiser appointed from the Regional Office).

(1) Review periodically the work of all Appraisers working under his supervision and make reports thereon to the Project Manager.

(2) Assist in compiling the schedule of values for the project.

(3) Analyze and approve all appraisal reports for the project.

C All Appraisers.

(1) Familiarize themselves with contents of Title III of the Bankhead-Jones Farm Tenant Act.

(2) Familiarize themselves with all general instructions issued by the Division of Land Acquisition and the Regional Office, and any other pertinent information issued by the Washington or Regional Office of the Bureau of Agricultural Economics, relative to the appraisal of land under Title III.

(3) Follow the schedule of values, explaining fully in the space provided in the appraisal report Form LU-LA-3 under "Remarks", any deviation from the approved schedule.

4 b III C (4) Before actually appraising a specific tract, to have in their possession a certified tract map and a copy of the tract ownership data form.

(5) Study the purchase plan to familiarize themselves with the kind of titles to be acquired.

(6) Appraise the farm, prepare in detail a report on Form LU-LA-3, and before signing the certificate thereon, satisfy themselves that the report is accurate and complete in all details.

(7) Refrain from discussing total price, values or reservations with the proponent and avoid saying or doing anything that might interfere with successful negotiations at a later date.

(8) Never divulge the results of their findings to anyone other than their superiors.

5 NEGOTIATING OPTIONS:

a General Policies:

I A negotiator will not be permitted to negotiate options for land in which he has an interest or for land owned by a blood relation or relative by marriage.

II Negotiations for options under Title III will be entrusted only to men having integrity, business ability, sound judgment, knowledge of land values and ability to fully comprehend the seller's reaction to price suggestions.

III Land will be optioned under Title III at less than the appraised price whenever possible. This is not to be construed as authority to take unjust advantage of ignorant or uninformed land owners, but rather is a means of protecting the Government's interest.

IV Negotiations for options will not be undertaken until the Project Manager has been authorized to do so by the Regional Director.

V Negotiations for a specific tract will not be undertaken until an appraisal has been made and approved by the Project Manager and Supervising Appraiser.

VI Negotiations to option tracts of land appraised at $50,000 or more shall not be initiated until authorized by the Leader of the Division of Land Acquisition in Washington.

VII In those cases in which a United States patent has not yet been issued on homestead lands, it is extremely desirable that ar-

5 a VII rangements be made for the entryman to procure a patent and convey fee simple title to the United States rather than relinquish his homestead rights. In such cases, the negotiator will ascertain the status of the entry and the ability of the entryman to obtain a patent within a reasonable length of time.

A Where it is possible for the entryman to obtain a patent within a reasonable length of time, this fact and any additional information as to the action taken or to be immediately taken by the entryman to prove up should be entered on Form LU-LA-2 "Tract Ownership Data". If the action appears to be satisfactory, the negotiator will then have the proponent execute Form LU-LA-4 "Option for Purchase of Land by the United States of America" for the acquisition of a fee simple title.

B Where it is not possible for the entryman to obtain a patent within a reasonable length of time but it is particularly important that the tract be acquired, the Project Manager will submit a report thereon to the Regional Director, taking into consideration the provisions of paragraph 2 i of Instruction LU-PO-1 (Supplement 1). The Regional Director will forward this report with his recommendations to the Leader of the Division of Project Organization, (BAE), Washington, who will forward such recommendations, when approved, to the Leader of the Division of Land Acquisition. Further negotiations in connection with the tract in question will not be resumed until such action is authorized by the Leader of the Division of Land Acquisition, (BAE), Washington.

b Duties of Negotiators:

I Before starting to negotiate options for the purchase of land under Title III, it will be the duty of all negotiators to familiarize themselves with:

A The contents of Titles III and IV of the Bankhead-Jones Farm Tenant Act.

B The contents of this Instruction and any other instruction which may be subsequently issued relative to the purchase of land under this program.

C The purchase plan for the project to determine the kind of titles that may be acquired.

D The information contained in the appraisal report, tract map, and tract ownership data form for each tract to be optioned and any other available information that may be effectively used in their negotiations.

5 b II When familiar with the instructions and data listed above, negotiators will insert the following information on each option, Form LU-LA-4, before leaving the project office:

A Project Symbol.

B Project Name.

C County.

D State.

E Name of Proponent.

F Legal description of the tract to be optioned.

G Option Number and Tract Number (which will be identical).

III If the proponent owns two or more contiguous tracts, they will be included in one option. If the proponent owns two or more non-contiguous tracts, a separate option will be taken for each tract. Tracts cornering on each other are not to be considered contiguous.

A In exceptional cases, where the proponent absolutely refuses to option non-contiguous tracts on separate options or where the proponent has a satisfactory abstract covering two or more non-contiguous tracts, it is permissible to include two or more non-contiguous tracts in one option if it can be definitely determined that:

(1) Title to all of the tracts is clearly vested in the proponent. (See paragraph 5 b IV).

(2) The chains of title for all tracts are identical or are in such condition and of such duration as to meet the requirements of the Regional Title Attorney.

(3) It will be possible to obtain all necessary curative material for each tract.

(4) It will be possible to close the entire purchase as a single transaction.

(5) It will be possible to procure the necessary services from the abstracter, and provide for the necessary payments to the abstracter, under the terms of the abstract contract, one term of which is the "single offer" provision. (See paragraph 5 b V).

5 b III B In those cases in which it seems desirable to include two or more non-contiguous tracts in one option and all the conditions set forth in the preceding paragraph can be satisfied, the negotiator will obtain the written authority of the Project Manager to procure the option in this manner, before beginning negotiations. After the option has been procured, copies of the Project Manager's authorization will be attached to the original and all copies of the option except the vendor's copy.

C In these cases, it will be necessary that the tract numbers originally assigned to each separate tract be retained, (See paragraph 2 d), and that the individual files set up for each separate tract be maintained. All of the tract numbers must, however, be listed on the option. Material relating to all of the optioned tracts as a whole may be retained in one file if it is properly cross referenced.

IV The negotiator in studying the tract ownership data form may discover that title to part of a particular tract is clear and part is cloudy, in which event he may take two options, one covering that land to which title is clear, the other covering that land to which title is cloudy. Separate surveys, appraisals and tract ownership data forms will be required. Each set of documents will bear separate tract numbers. Where this is done, the tract number appearing on the original Tract Ownership Data Form LU-LA-2 will be eliminated and in lieu thereof new tract numbers will be assigned alphabetically (Example: Original tract number - 95; new tract numbers - 95A, 95B, and 95C). In these cases, the file numbers will be changed to correspond with the change in tract numbers. Changes in tract and file numbers will be noted on the weekly register which is submitted to the Division of Land Acquisition in Washington.

V If the negotiator finds that the proponent already has in his possession an abstract of title to a part of his land but not for the remainder, he may take two options, one covering the land on which an abstract is available and one covering the other part. Separate surveys, appraisals and tract ownership data forms will be prepared. Each set of documents will bear separate tract numbers. Where this is done, the tract number appearing on the original Tract Ownership Data Form LU-LA-2 will be eliminated and in lieu thereof new tract numbers will be assigned alphabetically (See example in preceding paragraph). In these cases, the file numbers will be changed to correspond with the change in tract numbers. Changes in tract and file numbers will be noted on the weekly register which is submitted to the Division of Land Acquisition in Washington.

5 VI The negotiator will in no way threaten or intimidate the proponent nor will he make the proponent any promises or attempt to obligate the United States in any manner whatsoever except as provided for under the terms and conditions of the option. If the negotiator is unable to secure an option at/or below the appraised price, he will cease negotiations and report the facts to the Project Manager.

VII One of the factors which may influence the proponent's attitude toward optioning his land to the Government may be based on the fact that liens against the property, when paid out of the purchase price, will leave him little or no equity. In these instances, the negotiator will report the facts to the Project Manager who will attempt to have the liens reduced. If the Project Manager is successful in obtaining a scaling down of the liens, he will have the mortgagee or lienor sign "Consent to Option by Mortgagee or Lienor", Form LU-LA-5, indicating the amount agreed upon. This may permit the negotiator to secure an option within the appraised value of the tract.

A Where the Project Manager cannot obtain a scaling down of the liens or if the proponent for some other reason remains adamant in his demands for payment of more than the appraised value, the Project Manager should report all the facts in such cases to the Regional Director.

B Whenever possible, the signatures of the optionors of the tract, to which Form LU-LA-5 relates, should be obtained in addition to the signature of the mortgagee or lienor. This will assure all persons who handle the form of the fact that the optionors have knowledge of and agree to the settlement as stated in the form. This should eliminate any difficulties which may otherwise be encountered at the time of closing of purchases. Although there is no space provided for the signatures of optionors, it is suggested that such signatures be placed under the signature and address of the mortgagee or lienor or on the reverse side of the form.

C There has been inserted in Form LU-LA-5 a provision for the payment of interest to the mortgagee or lienor. It may be found desirable in many instances to arrange for the settlement of mortgages or liens at lump sum prices, in which case it will be necessary to delete that portion of the form relating to the payment of interest. Where this is done, the deletion should be initialed by the mortgagee or lienor.

D There has been inserted on Form LU-LA-5 a space for the date of the execution of the instrument. Particular care should be taken that the actual date of the execution of the instrument be inserted in all instances.

5 b VIII The option form provides that after the acceptance, the United States shall have the right to enter at any time upon the land for the purpose of clearing, plowing, planting, constructing and maintaining such permanent or temporary structures and improvements, and to do all other things necessary or desirable for or incidental to development of the land as a part of the project area.

A If the proponent refuses to sign the option unless all or part of this provision is deleted, negotiations shall cease and the facts shall be immediately reported to the Project Manager.

B This provision of the option cannot be altered except by deletion in its entirety or in part, and then only upon the written authority of the Project Manager who will have secured the approval of the Regional Director.

C The negotiator may then proceed to obtain an option. He will require the proponent to place his initials in the margin at the point where the deletion is made.

D The written authority of the Project Manager must be attached to the original option.

E An option with part or all of this provision lined out will not be accepted for purchase in Washington unless the written authority of the Project Manager is attached thereto.

IX In negotiating options, it may be discovered that Federal Land Banks, Insurance Companies and corporations of a similar nature are, by law , charter, by-law or established policy, unable to deliver deeds to grantees prior to the tender of the purchase money. These exceptional cases may be handled by an escrow arrangement, using the form marked Exhibit "A" which was attached to Instruction LU-LA-3 (Supplement 11) dated May 2, 1938. This arrangement requires the grantor to execute and deliver to a custodian, approved by all parties concerned, a warranty or other proper deed upon the request of the Project Manager and prior to the tender of the purchase price. Title examination will be based on certified copies of the deed and escrow agreement. Since acquisitions handled under escrow arrangements will require additional and special handling during all stages of the transaction, this method should be utilized only when absolutely necessary. It will be the duty of the negotiator to determine this fact.

A In these cases, the following changes must be made in Form LU-LA-4 "Option for Purchase of Land by the United States of America":

5 b IX A (1) The words "..... and the Vendor by warranty or other proper deed, as may be required by the United States and as hereinafter provided, agrees to convey to the United States ....." shall be changed to read "..... and the Vendor agrees to execute and deposit in escrow with a Custodian acceptable to the parties hereto, a warranty or other proper deed, as may be required by the United States and as hereinafter provided, conveying to the United States .....".

(2) The words "..... the Vendor agrees to execute and deliver a good and sufficient warranty or other proper deed ....." shall be changed to read "..... the Vendor agrees to execute and deliver, in the manner provided above, a good and sufficient warranty or other proper deed .....".

(3) The words "..... after the execution, delivery, and recordation of said deed or deeds vesting title in the United States ....." shall be changed to read "..... after the execution and delivery of the said deed or deeds, in the manner provided herein, conveying title to the United States .....".

B In those cases in which the proponent is exempted, by law or otherwise, from paying a documentary revenue stamp tax, the words "..... that the Vendor agrees to pay the documentary revenue stamp tax on such deed or deeds ....." may be deleted from the option.

C The negotiator will require all parties signing the option to initial all alterations made in the printed option form.

D In these cases, it will not be necessary for the negotiator to obtain the written authority of the Project Manager or the approval of the Regional Director before negotiating the option in the manner set forth above.

c Exceptions (Interests Outstanding in Third Parties).

I When the tract ownership data form for the tract of land to be optioned indicates that an exception exists in the chain of title, the negotiator will not attempt to negotiate an option with the proponent until he has:

A Called the matter to the Project Manager's attention.

B Obtained clearance from the Project Manager to proceed with the negotiation.

5 c II After the negotiator has received clearance from the Project Manager to option land subject to an exception, he will list the exception on the option and include the legal description as shown in the title records.

III When the negotiator interviews the proponent he will discuss the matter of exceptions to determine whether there are any exceptions such as rights of way, school lots, cemeteries, etc., which have not been listed on the tract ownership data form. The negotiator will also discuss with the proponent the possibility of eliminating any such exceptions as well as any exceptions existing in the chain of title (See paragraph I above).

IV In cases where the negotiator finds that an exception exists (Paragraph III above) he will cease negotiations, obtain all pertinent facts and proceed as instructed in Paragraph I.

V If the Project Manager determines after reviewing the information that the land should be purchased subject to such exception, he will have the tract surveyed, a new tract map prepared showing the location of the land affected by the exception, and thereafter have the tract reappraised. The negotiator may then continue negotiations.

VI When an exception is found to exist which the proponent is not willing or is not able to eliminate before conveyance of title to the United States, the negotiator should determine whether it is the intention and desire of the proponent to retain the right to future rentals, royalties, profits or other benefits under the exception. There should be a complete understanding regarding this matter while negotiations are in progress.

A If the proponent is to retain the right to future rentals, royalties, profits or other benefits under the exception, this fact should be expressly stated in the option.

B If the proponent is not to retain the right to future rentals, royalties, profits or other benefits under the exception, the option should expressly state that "All rights to future rentals, royalties, profits or other benefits under the foregoing exception shall vest in the United States of America".

C Unless the option expressly provides that the proponent is to retain the right to future rentals, royalties, profits or other benefits, these rights will probably vest in the United States under recognized Laws of Conveyancing. Unless the option expressly provides that the proponent is to retain the right to future rentals, royalties, profits

5 c VI C or other benefits, the deed to the United States, to be prepared at a later date, will provide that these rights are to vest in the United States in order that there may be no doubt about the matter.

d Reservations (Interests Retained by the Proponent).

I The negotiator will be informed as to the type of reservations permitted from his study of the purchase plan. In regard to reservations of coal, oil, gas and other minerals, reference should be made to paragraph 12 g II of Instruction LU-PO-1. In regard to reservations of timber, reference should be made to paragraph 12 g III of Instruction LU-PO-1.

II It will be the duty of the negotiator to secure and submit the details of all reservations (except buildings, fences, etc.) desired by the proponents to the Project Manager for his consideration and decision.

III If the Project Manager believes that a reservation desired by a proponent will not interfere with the objectives of the project, he will have the area affected by the reservation surveyed and platted if required and have the reservation appraised. This material will enable the Project Manager to determine the basis on which the negotiator should proceed.

IV When authorized by the Project Manager to proceed with negotiations, the negotiator will insert complete terms and description of the reservation on the option and continue negotiations with the proponent. When inserting the complete terms and descriptions of oil, gas, coal, other minerals or timber reservations on options, the following rules should be observed:

A In mineral reservations, the exact minerals to be reserved should be recited unless all minerals are reserved, in which case that fact should be set forth. If royalty rights rather than the minerals themselves are reserved, that fact should be recited and the exact percentage of the royalty rights reserved should be set forth. In timber reservations, the minimum size of timber which may be removed should be recited and the kind of timber and trees which may be removed should be set forth, if there is to be such a limitation in the reservation.

B Every timber reservation must have a definite time limitation and must be for a relatively short period. Every mineral reservation must have a definite time limitation or must expressly provide that it is to be perpetual. No clause shall be inserted in any reservation which would provide for an extension beyond the definite time limitation stated in the reservation.

5 d IV B (1) Where the optionor lacks authority, or is prohibited by law or by order or rule of court, to option land subject to reservations in accordance with the provisions of paragraph 5 d IV B above, negotiations shall cease and the facts will be reported to the Regional Director who will not authorize further negotiations until the matter has been submitted to the Division Leader in Washington and proper approval obtained.

C All reservations will expressly state that they may be exercised by "the vendor, his successors, heirs and assigns".

V Where the proponent desires to reserve buildings, fences, etc., it will not be necessary to reappraise them. The deduction to be made for buildings, fences, etc. to be reserved shall be the present appraised value. In reciting such reservations in options, the improvements to be removed must be clearly identified and a specified time for their removal must be inserted (See Instruction LU-PO-1, paragraph 12 g IV A). If a Temporary Use Agreement is involved, the time limitation recited in the option for the removal of buildings, fences, etc. shall coincide with the terms of the Temporary Use Agreement.

VI In the event the proponent insists on reserving sub-surface rights which have no known market value, the Project Manager and the appraiser will readjust the appraisal report by reducing the appraised value by an amount which in their opinion is sufficient as a nuisance charge for the potential exercise of the sub-surface rights. A schedule for such deductions should be compiled, which schedule may be included in the regular schedule of values mentioned in Paragraph 3 a of this Instruction or may be submitted as a supplemental schedule of values. In those instances in which it is submitted as a supplemental schedule of values, it will be prepared, approved and submitted in accordance with the provisions of Paragraph 3 m of this Instruction.

VII Form LU-LA-4 "Option for Purchase of Land by the United States of America" contains a provision that "It is further agreed that * * * reservations retained therein (in deed to United States) by the Vendor shall be subject to the rules and regulations prescribed by the Secretary of Agriculture for the occupation, use, protection and administration of the project area in which the land herein described is located * * *." Form LU-LA-22 "Rules and Regulations to Govern the Exercise of Mineral Rights Reserved in Conveyances to the United States under Title III of the Bankhead-Jones Farm Tenant Act" and Form LU-LA-23 "Rules and Regulations to Govern the Exercise of Timber Rights Reserved in Conveyances to the United States under Title III of the Bankhead-Jones Farm Tenant Act" have

5 e V A Original to Washington with option assembly.

B First signed carbon copy to Washington with option assembly.

C Second signed carbon copy to Washington with option assembly.

D Third unsigned carbon copy to be left with the proponent.

E Fourth unsigned carbon copy to be kept in the files of the Project Office.

F Fifth unsigned carbon copy to be kept in the files of the Regional Office.

VI The consideration for the life lease will be calculated as follows :

A If two or more proponents are to participate in the life lease, the charge will be computed on the life expectancy of the younger.

B The charge will be computed from the table approved by the Division of Project Organization which was attached to Instruction LU-LA-3 and which was marked Exhibit "B". To compute the charge for the use of the land, locate in the left-hand column of the table, the age of the proponent or the spouse, whichever may be younger, and read across to the third column and multiply the figure found there by the appraised value of the land to be leased, exclusive of improvements. To compute the charge for the use of the buildings, read across to the fourth column and multiply the figures found there by the appraised salvage value of the improvements to be included in the lease. This amount added to the amount to be charged for the use of the land will be the total consideration to be shown in the lease.

C Illustration based on 10 acres: The proponent is 60 years of age and his or her life expectancy is 14.1 years at $5 per acre, or $50. Improvements on the land described in the lease are appraised at $1,000 but the appraised salvage value is $250. The consideration for the use of the land, given in the table, for a man 60 years of age is $0.42475 for each one dollar of valuation and would be $21.24 for a valuation of $50. The charge for improvements on the land, given in the table, is $0.66808 for each one dollar of salvage value and would be $167.02 for a salvage value of $250. The total charge for both the land and the improvements would then be $21.24 plus $167.02 or $188.26, the latter figure being the consideration of the lease.

5 e VII The consideration for the life lease is to be paid by the proponent at the time of payment of the purchase price.

f Temporary Use Agreements:

I The term for which temporary use agreements can be executed will be based upon seasonable cropping operations. Temporary use agreements are provided to permit proponents to complete operations started before title vests in the Government. The period of time that the agreements may be effective should not extend beyond the time required to complete such operations. No reference to the temporary use agreements will be made in the option. The agreements will be prepared on forms provided by the Division of Project Organization (Form LU-PO-12).

g Factors to be Considered When Obtaining Proponent's Signature.

I Insert the date and price in the option form.

II Insert the name and address of one person to whom the notice of acceptance will be sent unless the proponent insists on the notice being sent to more than one person. Print the first name, middle initial, and surname of the person to be notified and make certain that the address is correct.

III It is important that the legal description of the tract inserted in the option conforms with that shown on the tract ownership data form, appraisal report and tract map.

IV The negotiator will carefully check the option to satisfy himself that it has been prepared with care, is legible, and contains all essential information.

V No changes in the printed form or interlineations in the form, except as provided in paragraph 5 b VIII and paragraph 5 b IX will be permitted.

VI Corrections of the items inserted in the option form by the negotiator such as price, legal description, exceptions, reservations, etc., should be avoided wherever possible. In the event minor corrections may be necessary, the negotiator will consider the effect that such changes will have upon the validity of the option. Such corrections can be made only before the signing of the option and must be initialed by all parties signatory. If a material correction in the items is required a new option will be prepared.

VII The negotiator should thoroughly explain the conditions and terms of the option to the proponent. The explanation must result in the proponent understanding every condition and term

5 g VII of the option. The proponent should also understand that the option when signed is a binding contract, that thereafter alterations or revisions of its conditions and terms will not be permitted and further that the purchase price includes all rights and improvements except those stated on the face of the option.

h Signing the Option:

I The tract ownership data form, if properly prepared, will indicate the parties in whom title is vested. All parties having such an interest in the land must sign the option.

II The signatures of the proponent and witnesses will be required on the original, first and second carbon copies of each option.

III Indicate clearly in the option the marital status of each person (widow, married, single, etc.).

IV If the proponent is married the spouse must also sign the option.

V The signature placed on the option must definitely identify the proponent. Several examples follow:

A A deed may vest title in the proponent in the name of J. H. Doe, whereas other items in the chain of title may refer to him as John H. Doe or J. Henry Doe. In such cases the option should be signed John Henry Doe, also known as J. H. Doe (since title is shown to be vested in J. H. Doe).

B Since acquiring title, Mary F. Rowe may have married John H. Doe. In such cases the option will be signed Mary F. Doe (formerly Mary F. Rowe).

C Title to the property may have been acquired in the name of John Doe, Jr., whereas senior is now deceased. The option should be signed John Doe (formerly John Doe, Jr.).

D Henry Whitefeather, an Indian, may be known by several names. The option should be signed Henry Whitefeather (also known as Henry Smith, etc.).

VI Where an option is signed by an agent, officer of a corporation, administrator, executor, trustee, receiver, member of an unincorporated firm, partnerships, etc., the authority of the individual signing must be attached to the option, such as power of attorney, resolution of board of directors, court order, letters of administration, etc.

5 h VII Where the option is signed with the proponent's mark, the statutory requirements for witnesses must be followed.

VIII Each signature on the option must be witnessed. In some states the statutory requirements may provide that two parties witness each signature.

IX The negotiator may be a witness to the signature.

X The one dollar ($1.00) consideration recited in the option will be paid to the proponent by the negotiator at the time the option is signed. The negotiator will prepare a separate receipt for each payment, using the reverse side of Standard Form 1012d, and will have it signed by the proponent. These forms will be scheduled on Standard Form No. 1012. There should be entered on all Standard Forms No. 1012d and 1012 the name of the project, the project symbol, and the tract number. These forms will then be handled in one of the following manners:

A In those instances in which it is possible to provide for these payments on a reimbursement basis, Standard Form No. 1012 (with Standard Forms No. 1012d attached) will be submitted to the Division of Land Acquisition, (BAE), Washington, unless the Budget and Accounts Officer, (BAE), Washington, has appointed a Regional Accountant, in which case the vouchers should be submitted directly to the Regional Accounting Office.

B In those instances in which individual negotiators will be obtaining a large volume of options, where the advance of one dollar ($1.00) on each option will work a financial hardship on the negotiator, it is possible to arrange for an advance of funds for this purpose. The advance must be made to the individual negotiator who will be making the one dollar ($1.00) payments. In order to obtain such an advance, the negotiator must arrange for the procurement of a Bond of Indemnity, using Form AD-100, in the amount of $1000. The fee for this bond will be five dollars ($5.00), which must be paid by the applicant (negotiator). Application for advances will be made on Standard Form No. 1038-Revised "Application for Advance of Funds for Travel Expenses". The maximum advance to negotiators for the taking of options will be $200. In executing Standard Form No. 1038-Revised, the sentence beginning "An advance of funds is hereby requested to be used for subsistence expense of official travel" will be changed to read "An advance of funds is hereby requested to be used under Act of June 3, 1902, for non-subsistence expenses". Form No. AD-100 and Standard Form No. 1038-Revised will be transmitted to the Division of Land Acquisition, (BAE), Washington,

5 h X B where they will be examined and forwarded to the Budget and Accounts Officer, (BAE), Washington, who will arrange for the procurement of the advance and the transmittal to the applicant (negotiator).

(1) When approximately one-half of the money advanced has been expended, additional funds will be procured by submitting Standard Form No. 1012 (with Standard Forms 1012d attached) to the Division of Land Acquisition, (BAE), Washington, unless the Budget and Accounts Officer, (BAE), Washington, has appointed a Regional Accountant, in which case they should be submitted directly to the Regional Accounting Office. These forms will be accompanied by Standard Form No. 1039-Revised "Statement of Advance of Funds for Travel Expenses". The negotiator will indicate on Standard Form No. 1039-Revised, in the space provided, that "I will continue in a travel status and will have further need for the advance". By so executing the form, the negotiator will receive a check in the amount of the receipts submitted on Standard Form No. 1012.

(2) When the negotiator has no further use for the advance of funds, he will submit all receipts on hand (Standard Forms No. 1012d) attached to Standard Form No. 1012, with Standard Form No. 1039-Revised, indicating on Standard Form No. 1039-Revised that the amount of the vouchers submitted is to be applied to the Travel Advance and stating that "I will not continue in a travel status and will not have further need for the advance". It will also be necessary for the negotiator to submit a certified check or postal money order made payable to the Treasurer of the United States for the unexpended balance held by him. Accounts for the advance of funds should be retained only so long as they remain active. If no vouchers are presented for a period of 30 days following the close of the month during which the last voucher was presented, the necessary action as outlined above should be taken to close the account.

6 CERTIFIED COPIES OF PATENTS AND TOWNSHIP PLATS:

a Where a United States patent is not of record in the county in which the tract is located, photostatic copies of the patent may be obtained from the General Land Office, Department of the Interior, Washington, D. C. The Project Manager will, however, address his request for this material to the Division of Land Acquisition, (BAE), Washington. The request will include the name of the entryman, serial number and complete legal description of the land for which a copy of patent is desired, as for example, the NW$\frac{1}{4}$ of SW$\frac{1}{4}$; N$\frac{1}{2}$ of NE$\frac{1}{4}$; and SE$\frac{1}{4}$, Section 22, Township 13 North, Range 21 East, 4th Principal

6 a Meridian.

b The same procedure will be followed when a photostatic copy of a township plat is needed.

c The requests for this material will state where it is to be sent; that is, directly to the Project Office or Regional Office.

d Carbon copies of all requests made by the Project Manager will be sent to the Regional Director.

e In those cases in which it is necessary to obtain copies of State Patents or other material from State land offices, the Project Manager will order the material from the State land office by letter. Copies of this letter will be transmitted to the Regional Director and to the Division of Land Acquisition, (BAE), Washington.

I If the material obtained costs $1.00 or less, the Project Manager may pay for it under his Letter of Authorization, obtaining a receipt for the payment on the reverse side of Standard Form No. 1012d. These forms will be scheduled on Standard Form No. 1012 before they are submitted for reimbursement.

II If the material obtained costs more than $1.00, the Project Manager will have the proper official of the State land office execute Standard Form No. 1034. These forms will then be submitted by the Project Manager for payment.

III The Project Manager should transmit Standard Form No. 1012 (with Standard Forms No. 1012d attached) and Standard Form No. 1034 directly to the Division of Land Acquisition, (BAE), Washington, unless the Budget and Accounts Officer, (BAE), Washington, has appointed a Regional Accountant, in which case the vouchers should be submitted directly to the Regional Accounting Office.

7 SUBMISSION OF THE ACQUISITION MAP:

a A copy of the base map prepared by the Division of Project Organization in accordance with instructions contained in Paragraph 7 A IV, Instruction LU-PO-1, will be used to record the progress of land acquisition.

b The first group of options submitted from a project to the Division of Land Acquisition, (BAE), Washington, will be accompanied by a copy of the acquisition map. The location of each tract will be indicated on the map by its number.

7 c Subsequent submission of options need not be accompanied by a second copy of the acquisition map as the first map submitted will be brought up to date in Washington as each succeeding group of options is received.

d Copies of the acquisition map will be kept in the project office and the regional office and will be maintained currently as options are taken and submitted to Washington.

8 PREPARATION OF OPTIONS FOR ACCEPTANCE:

a The Project Manager will make up option assemblies as follows:

I The original signed option, which will be filed with the General Accounting Office after acceptance, will be accompanied by the following documents:

A Authorities for signatures.

II The first signed copy of the option, to be mailed to the vendor after acceptance, will be considered a complete option assembly.

III The second signed copy of the option, to be filed in the Division of Land Acquisition (BAE) after acceptance, will be accompanied by the following documents:

A Appraisal report.

B Certified tract map.

C Tract ownership data form.

D Authorities for signatures.

E Consent to option by mortgagee or lienor.

F Copies of executed temporary use agreements.

G True copies of leases, easements, licenses, etc., when originally attached to Form LU-LA-2.

IV The third (facsimile) copy, to be filed in the vendor's file maintained by the Bureau, will be accompanied by the following documents:

A Appraisal report.

B Certified tract map.

C Tract ownership data form.

8 a IV D Authorities for signatures.

E Consent to option by mortgagee or lienor.

F Copies of executed temporary use agreements.

G True copies of leases, easements, licenses, etc. when originally attached to Form LU-LA-2.

V The fourth, fifth and sixth (facsimile) copies will be considered as complete option assemblies. Distribution thereof after acceptance of the option will be made as follows:

A Fourth (facsimile) copy to the Project Manager for the Project files.

B Fifth (facsimile) copy to the Project Manager for submission to the Regional Title Attorney with the abstract and related papers for title examination.

C Sixth (facsimile) copy to the Regional Director for the files of the Regional Office.

VI The seven assemblies required for each land purchase will be securely bound by the Project Manager in a lightweight manila folder in order to prevent the possible loss of any of the documents. The Project Manager will examine carefully the option assemblies preparatory to transmitting them to the Regional Director.

VII The Project Manager will then list each case in a transmittal letter to the Regional Director, requesting him to recommend them for acceptance to the Division of Land Acquisition, (BAE), Washington. A carbon copy of this letter will be forwarded to the Division of Land Acquisition, (BAE), Washington.

9 EXAMINATION AND TRANSMITTAL OF OPTIONS TO WASHINGTON FOR ACCEPTANCE:

a The submission of option assemblies to Washington for acceptance by the Regional Office will begin when the Regional Director has determined that a sufficient number have been secured to insure the success of the project.

I The Regional Director will examine all option assemblies to determine whether they are in the proper form and that the option, appraisal report, and all related papers have been properly numbered and signed.

9 a II The Regional Director will indicate his approval by signing all documents requiring his signature and forward the assemblies to the Division of Land Acquisition, (BAE), Washington, with a covering letter.

III A carbon copy of the covering letter will be sent to the Project Manager.

b All options which the Regional Director is unwilling to endorse for acceptance should be returned immediately to the Project Manager with all related papers for adjustment or correction.

I The letter to the Project Manager should set forth clearly and definitely the reason for not endorsing the options for acceptance.

II A carbon copy of this letter will be submitted to the Division of Land Acquisition, (BAE), Washington.

c Under no condition should the Regional Director permit an option to be submitted to the Division of Land Acquisition, (BAE), Washington, which does not have his endorsement for acceptance.

Signed:

James M. Gray

James M. Gray,
In Charge,
Division of Land Acquisition.

LU-LA-3 (Supplement 1)

January 31, 1938.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING LAND

Effective immediately, the additions, revisions and changes, set forth in the paragraphs below, which provide a revised method of assigning tract numbers and method of giving notice thereof, are made in Instruction LU-LA-3.

The following is added as paragraph 2, d:

2 d The Project Manager will assign a tract number to be used on each Tract Ownership Data Form LU-LA-2. The tract number will become the official file number when prefixed by the project symbol.

I On new projects, tract numbers will be assigned consecutively beginning with number 1 (see example on next line).

Tract number - 1 File number LU-TX-38-21-1

II On coterminous projects (old projects) the numbering of tracts will begin at the next 100 above the highest file number or tract number, whichever is higher, used by the Resettlement Administration in the land program (see examples below).

Highest tract number assigned to old project	Tract 1296
Highest file number assigned to old project	LA-WY-1-1403
New tract number - 1500; new file number	LU-WY-38-1-1500

Highest tract number assigned to old project	Tract 1745
Highest file number assigned to old project	LA-WY-1-1403
New tract number - 1800; new file number	LU-WY-38-1-1800

III When the first group of tract numbers has been assigned, the Project Manager will prepare a register showing the tract number and owner's name, where available. The original and one copy of the register will be transmitted to the Division of Land Acquisition in Washington and one copy will be transmitted to the Regional Office.

A On coterminous projects, the register will also show the old tract number assigned under the Resettlement Administration program, where available.

B After the first register has been submitted by the Project Manager, supplemental registers will be prepared weekly, as tract numbers are assigned, and will be submitted in the manner set forth above.

The following addition is made to paragraph 4, a, II:

4 a II In all appraisals, the appraiser will determine the true and full market value predicated on the acquisition of a full fee simple title to the property as of the date the appraisal is made. Form LU-LA-3 will be used. The tract number which appears on the Tract Ownership Data Form LU-LA-2, covering the land to be appraised, will be placed on Form LU-LA-3.

The following is added as paragraph 5, b, II, G:

5 b II G Option Number and Tract Number (which will be identical).

The following addition is made to paragraph 5, b, IV:

5 b IV The negotiator in studying the tract ownership data form may discover that title to part of a particular tract is clear and part is cloudy, in which event he may take two options, one covering that land to which title is clear, the other covering that land to which title is cloudy. Separate surveys, appraisals and tract ownership data forms will be required. Each set of documents will bear separate tract numbers. Where this is done, the tract number appearing on the original Tract Ownership Data Form LU-LA-2 will be eliminated and in lieu thereof new tract numbers will be assigned alphabetically (Example: Original tract number - 95; new tract numbers - 95A, 95B, and 95C). In these cases, the file numbers will be changed to correspond with the change in tract numbers. Changes in tract and file numbers will be noted on the weekly register which is submitted to the Division of Land Acquisition in Washington. (See paragraph 2, d, III of this Supplement).

The following addition is made to paragraph 5, b, V:

5 b V If the negotiator finds that the proponent already has in his possession an abstract of title to a part of his land but not for the remainder, he may take two options, one covering the land on which an abstract is available and one covering the other part. Separate surveys, appraisals and tract ownership data forms will be prepared. Each set of documents will bear separate tract numbers. Where this is done, the tract number appearing on the original Tract Ownership Data Form LU-LA-2 will be eliminated and in lieu thereof new tract numbers will be assigned alphabetically (See example in preceding paragraph). In these cases, the file numbers will be changed to correspond with the change in tract numbers. Changes in tract and file numbers will be noted on the weekly register which is submitted to the Division of Land Acquisition in Washington. (See paragraph 2, d, III of this Supplement).

Paragraph 8, a, VI is revised to read as follows:

8 a VI The seven assemblies required for each land purchase will be securely bound by the Project Manager in a light-weight manila folder in order to prevent the possible loss of any of the documents. The Project Manager will examine carefully the option assemblies preparatory to transmitting them to the Regional Director.

Paragraph 8, a, VII is deleted (See paragraph 2, d, I of this Supplement).

Paragraph 8, a, VIII is deleted (See paragraph 2, d, II of this Supplement).

All recipients of this Supplement will make the necessary notations in the margins of Instruction LU-LA-3 to insure proper reference being made to this Supplement.

Signed:

Paul L. Koenig

Paul L. Koenig,
In Charge,
Division of Land Acquisition.

LU-LA-3 (Revised) (Supplement 1)

September 23, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

The following instructions, relative to the approval and submission of Schedules of Values, are issued to supersede Paragraph 3 m of Instruction LU-LA-3 (Revised):

3 m Three (3) copies of the schedules will be prepared in the Project Office and will be signed by the party preparing them. If the schedules are not prepared by the Supervising Appraiser (the supervisor in charge of the group of appraisers assigned from the Regional Office to work on the particular project involved), he will also approve and sign them. The schedules will be transmitted to the Regional Office where they will be reviewed by the Regional Chief Appraiser. When approved and signed by the Regional Chief Appraiser, they will be referred to the Head of the Regional Land Acquisition Staff for examination. When approved, they will be signed by the Head of the Regional Land Acquisition Staff to indicate the approval of the Regional Office, if the Regional Director has delegated this authority to him. In those instances in which the Regional Director has not delegated this authority, the schedules will be referred to the Regional Director for approval and signature. The schedules will then be referred to the Associate Acquisition Specialist of the Field Coordination Unit who travels out of the Office of the Dision of Land Acquisition, (BAE), Washington. In those instances in which the Associate Acquisition Specialist is not then in the Region or cannot conveniently be located and in those instances in which an Associate Acquisition Specialist has not been assigned to the Region, the schedules will be transmitted to the Division of Land Acquisition, (BAE), Washington where they will be reviewed and, when approved, signed by the Acquisition Specialist, In Charge of the Field Operations Section. The schedules, when approved, will also be signed by the Leader of the Division of Land Acquisition, (BAE), Washington. One (1) copy of the schedule will be retained in the files of the Division of Land Acquisition and two (2) copies will be returned to the Regional Office. The Regional Office will retain a copy and forward the remaining copy to the Project Office.

I As set forth above, the spaces at the end of the schedules for the indication of approvals and signatures will be prepared substantially as follows:

3 m I

PREPARED BY: _____
(Name) (Title) (Date)

APPROVED BY: _____
Supervising Appraiser (Date)

APPROVED BY: _____
Regional Chief Appraiser (Date)

APPROVED BY: _____
Regional Director or (Date)
Head of Regional Land Acquisition Staff

APPROVED BY: _____
Associate Acquisition Specialist (Date)
Field Coordination Unit

APPROVED BY: _____
Acquisition Specialist (Date)
Field Operations Section

APPROVED BY: _____
Leader, Division of Land Acquisition (Date)

II When the official copy of the schedule is returned to the Project Office, with all of the necessary approvals and signatures, the following copies thereof will be made and distributed:

A Four (4) copies to accompany the land acquisition plan submitted to the Division of Project Organization, (BAE), Washington in conformity with Instruction LU-PO-1.

B One (1) copy for each appraiser on the project.

III The above described manner of preparing, approving and submitting Schedules of Values shall also apply to the preparation, approval and submission of Supplemental Schedules of Values. (See Paragraph 5 d VI).

All recipients of this Instruction will make the proper notation in the margin of Instruction LU-LA-3 (Revised) to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
In Charge,
Division of Land Acquisition.

LU-LA-3 (Supplement 2)

February 11, 1938.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

The following instructions, relating to the use of Form LU-LA-5 "Consent to Option by Mortgagee or Lienor", are added to paragraph 5, b, VII of Instruction LU-LA-3:

5 b VII B Whenever possible, the signatures of the optionors of the tract, to which Form LU-LA-5 relates, should be obtained in addition to the signature of the mortgagee or lienor. This will assure all persons who handle the form of the fact that the optionors have knowledge of and agree to the settlement as stated in the form. This should eliminate any difficulties which may otherwise be encountered at the time of closing of purchases. Although there is no space provided for the signatures of optionors, it is suggested that such signatures be placed under the signature and address of the mortgagee or lienor or on the reverse side of the form.

C There has been inserted in Form LU-LA-5 a provision for the payment of interest to the mortgagee or lienor. It may be found desirable in many instances to arrange for the settlement of mortgages or liens at lump sum prices, in which case it will be necessary to delete that portion of the form relating to the payment of interest. Where this is done, the deletion should be initialed by the mortgagee or lienor.

D There has been inserted on Form LU-LA-5 a space for the date of the execution of the instrument. Particular care should be taken that the actual date of the execution of the instrument be inserted in all instances.

All recipients of this Supplement will make the necessary notation in the margin of Instruction LU-LA-3 to insure proper reference being made to this Supplement.

Signed:

Paul L. Koenig

Paul L. Koenig,
In Charge,
Division of Land Acquisition.

UNITED STATES DEPARTMENT OF AGRICULTURE October 15, 1938
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

Effective immediately, the following instructions, relative to the optioning of tracts of land located in two or more counties, are added to paragraph 5 b of Instruction LU-LA-3 (Revised):

5 b X In those instances in which a tract of land is located in two or more counties, separate options will be taken which will be limited to county lines. Abstract contracts have been procured on a "single offer" basis. It would therefore be impossible to obtain payment to more than one abstracter for services performed under a "single offer", which services might be necessary if an option included land in two or more counties. The requirement set forth above has been made to avoid such difficulties; to assist in the preparation of the annual reports required by Section 33 of the Bankhead-Jones Farm Tenant Act; and to avoid possible difficulties in future condemnation suits where counties are located in different Federal Districts. Where options are taken as provided above, separate surveys, appraisals, and tract ownership data forms will be prepared; each set of documents will bear separate tract numbers; and the tract number appearing on the original Tract Ownership Data Form LU-LA-2 will be eliminated and in lieu thereof new tract numbers will be assigned alphabetically (See example in paragraph 5 b IV). In these cases the file numbers will be changed to correspond with the change in tract numbers. Changes in tract and file numbers will be noted on Form LU-LA-9 "Register of Tract Numbers Assigned" which is submitted weekly to the Division of Land Acquisition in Washington.

A In those instances in which the abstract payment difficulties mentioned above may be avoided and where the land is all located in one Federal District, it is permissible to include an entire tract of land, located in two or more counties, in one option. In such cases the tract maps submitted with the option assemblies should show the exact acreage of the portions of land located in each county; separate appraisal reports should be submitted; and there should be attached to each copy of the option a statement by the Project Manager justifying the action taken by the Project Office.

For each option covering land in two or more counties heretofore submitted by Project Offices, copies of tract maps and separate appraisal reports will be prepared as set forth in paragraph 5 b X A above and will be transmitted to the Regional Office and to the Division of Land Acquisition, (BAE), Washington.

All recipients of this Supplement will make the necessary notations in the margins of Instruction LU-LA-3 (Revised) to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
In Charge,
Division of Land Acquisition.

LU-LA-3 (Supplement 3)

March 5, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

The following instructions, relative to the method of ordering photostatic copies of United States patents and township plats, are issued to supersede paragraphs 6, a, b, c and d of Instruction LU-LA-3:

6 CERTIFIED COPIES OF PATENTS AND TOWNSHIP PLATS

a Where a United States patent is not of record in the county in which the tract is located, photostatic copies of the patent may be obtained from the General Land Office, Department of the Interior, Washington, D. C. The Project Manager will, however, address his request for this material to the Division of Land Acquisition, (BAE) Washington. The request will include the name of the entryman, serial number and complete legal description of the land for which a copy of patent is desired, as for example, the NW$\frac{1}{4}$ of SW$\frac{1}{4}$; N$\frac{1}{2}$ of NE$\frac{1}{4}$; and SE$\frac{1}{4}$, Section 22, Township 13 North, Range 21 East, 4th Principal Meridian.

b The same procedure will be followed when a photostatic copy of a township plat is needed.

c The requests for this material will state where it is to be sent; that is, directly to the Project Office or Regional Office.

d Carbon copies of all requests made by the Project Manager will be sent to the Regional Director.

All recipients of this Supplement will make the necessary notation in the margin of Instruction LU-LA-3 to insure proper reference being made to this Supplement.

Signed:

Paul L. Koenig

Paul L. Koenig,
In Charge,
Division of Land Acquisition.

LU-LA-3 (Revised) (Supplement 3)

October 15, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

Effective immediately, the following additions and revisions, relative to the signature and approval of appraisal reports, are made in Instruction LU-LA-3 (Revised).

The following is added as paragraph 4 b III C (6) (a):

4 b III C (6) (a) It is mandatory that the original (pen or pencil) appraisal report, prepared and signed by the appraiser and properly approved, be incorporated as a part of the third option assembly (See paragraph 8 a III) in connection with all options hereafter submitted to the Division of Land Acquisition in Washington for acceptance. It is also mandatory that the appraiser personally sign the typewritten copies of his appraisal reports.

The following are added as paragraphs 4 b III D, E, F, G and H:

4 b III D In those instances in which errors in mathematical calculations (that is, figures resulting from the multiplication, addition, subtraction, etc. of items or values established by the appraiser, rather than errors in the items or values themselves) appear in appraisal reports, the report will ordinarily be returned to the appraiser for correction of the errors. In those instances in which the original appraiser is not available, the following procedure will be followed:

(1) If the error is within 10 percent of the total appraised value or does not exceed $200.00, the Supervising Appraiser may correct the appraisal report by inserting the correct figures in colored pencil above the erroneous figures and by initialing and dating the figures placed on the report by him.

(2) If the error is not within 10 percent of the total appraised value or is more than $200.00, the tract will be reappraised.

4 b III E In those instances in which the Supervising Appraiser does not concur in full with an appraisal report (except as to errors in mathematical calculations mentioned above), he will ordinarily return the report to the appraiser for further consideration. If the original appraiser is not available or if the Supervising Appraiser does not agree with the report when it is resubmitted by the appraiser, the tract will be reappraised.

F In those instances in which reappraisals are required under the provisions of paragraphs 5 b IV, 5 b V, and 5 b X (See Supplement 2) or otherwise, it is ordinarily desirable to have the reappraisal made by the original appraiser. If the original appraiser is not available or it is not deemed desirable to have him make the reappraisal, the reappraisal may be made by the Supervising Appraiser or another appraiser designated by him.

G In those instances in which Exceptions are discovered during option negotiations (See paragraph 5 c V) or Reservations, desired by proponents, are approved (See paragraph 5 d III), including Reservations having no known market value (See paragraph 5 d VI), it is ordinarily desirable to refer the matter to the original appraiser who will make the necessary alterations in his original appraisal report in colored pencil and initial and date all such changes, or will reappraise the tract. If the original appraiser is not available or it is not deemed desirable to refer the matter in question to him, the tract will be reappraised.

H In all instances in which reappraisals are made, whether by the Supervising Appraiser or another appraiser designated by him, a complete inspection of the property will be made and a new appraisal report bearing the current date will be prepared. The party actually making the reappraisal, whether it be the Supervising Appraiser or another appraiser designated by him, will insert his name and title in the first space provided for signature on Form LU-LA-3. In all instances in which reappraisals are made, the Supervising Appraiser will insert a statement opposite his signature setting forth the fact that the instant appraisal report is based on a reappraisal, reciting the number of appraisals heretofore made on the tract involved and the name of the appraiser, date, and reason for all reappraisals on that tract.

Paragraph 5 a V is revised to read as follows:

5 a V Negotiations for a specific tract will not be initiated until an appraisal has been made, an appraisal report prepared and signed by the appraiser, and the report approved by the Supervising Appraiser. It is not necessary for the Project Manager to approve appraisal reports at this time. In those instances in which reappraisals are required before negotiations are initiated, negotiations will be postponed until the reappraisals have been made. In those instances in which reappraisals are required while negotiations are in progress, negotiations will be suspended until the reappraisals have been made.

Paragraph 5 c V is revised to read as follows:

5 c V If the Project Manager determines after reviewing the information that the land should be purchased subject to such exception, he will have the tract surveyed, a new tract map prepared showing the location of the land affected by the exception, and have the appraisal report adjusted or have the tract reappraised as set forth in paragraph 4 b III G. The negotiator may then continue negotiations.

Paragraph 5 d III is revised to read as follows:

5 d III If the Project Manager believes that a reservation desired by a proponent will not interfere with the objectives of the project, he will have the area affected by the reservation surveyed and platted if required and have the appraisal report adjusted or the tract reappraised as set forth in paragraph 4 b III G. This material will enable the Project Manager to determine the basis on which the negotiator should proceed.

All recipients of this Supplement will make the proper notations in the margins of Instruction LU-LA-3 (Revised) to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
In Charge,
Division of Land Acquisition.

LU-LA-3 (Supplement 4)

March 8, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

The following instructions, relative to the method of ordering copies of State patents and other necessary material from State land offices, are added to paragraph 6 of Instruction LU-LA-3 (Supplement 3):

6 e In those cases in which it is necessary to obtain copies of State patents or other material from State land offices, the Project Manager will order the material from the State land office by letter. Copies of this letter will be transmitted to the Regional Director and to the Division of Land Acquisition, (BAE), Washington.

I If the material obtained costs $1.00 or less, the Project Manager may pay for it under his Letter of Authorization, obtaining a receipt for the payment on the reverse side of Standard Form No. 1012d. These forms will be scheduled on Standard Form No. 1012 before they are submitted for reimbursement.

II If the material obtained costs more than $1.00, the Project Manager will have the proper official of the State land office execute Standard Form No. 1034. These forms will then be submitted by the Project Manager for payment.

III The Project Manager should transmit Standard Form No. 1012 (with Standard Forms No. 1012d attached) and Standard Form No. 1034 directly to the Division of Land Acquisition, (BAE), Washington, unless the Budget and Accounts Officer, (BAE), Washington, has appointed a Regional Accountant, in which case the vouchers should be submitted directly to the Regional Accounting Office.

All recipients of this Supplement will make the necessary notations in the margins of Instruction LU-LA-3 and Instruction LU-LA-3 (Supplement 3) to insure proper reference being made to this Supplement.

Signed:

Paul L. Koenig

Paul L. Koenig,
In Charge,
Division of Land Acquisition.

LU-LA-3 (Supplement 5)

March 14, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

Effective immediately, the additions and revisions set forth in the paragraphs below, relative to the method of negotiating and procuring options which contain mineral and timber reservations, are made in Instruction LU-LA-3.

Paragraph 5dI is revised to read as follows:

5 d I The negotiator will be informed as to the type of reservations permitted from his study of the purchase plan. In regard to reservations of coal, oil, gas and other minerals, reference should be made to paragraph 12gII of Instruction LU-PO-1. In regard to reservations of timber, reference should be made to paragraph 12gIII of Instruction LU-PO-1.

Paragraph 5dIV is revised to read as follows:

5 d IV When authorized by the Project Manager to proceed with negotiations, the negotiator will insert complete terms and description of the reservation on the option and continue negotiations with the proponent. When inserting the complete terms and descriptions of oil, gas, coal, other minerals or timber reservations on options, the following rules should be observed:

A In mineral reservations, the exact minerals to be reserved should be recited unless all minerals are reserved, in which case that fact should be set forth. If royalty rights rather than the minerals themselves are reserved, that fact should be recited and the exact percentage of the royalty rights reserved should be set forth. In timber reservations, the minimum size of timber which may be removed should be recited and the kind of timber and trees which may be removed should be set forth, if there is to be such a limitation in the reservation.

B Every timber reservation must have a definite time limitation and must be for a relatively short period. Every mineral reservation must have a definite time limitation or must expressly provide that it is to be perpetual. No clause shall be inserted in any reservation which would provide for an extension beyond the definite time limitation stated in the reservation.

5 d IV B (1) Where the optionor lacks authority, or is prohibited by law or by order or rule of court, to option land subject to reservations in accordance with the provisions of paragraph 5dIVB above, negotiations shall cease and the facts will be reported to the Regional Director who will not authorize further negotiations until the matter has been submitted to the Division Leader in Washington and proper approval obtained.

C All reservations will expressly state that they may be exercised by "the vendor, his successors, heirs and assigns".

The following is added as paragraph 5dVII:

5 d VII Form LU-LA-4 "Option for Purchase of Land by the United States of America" contains a provision that "It is further agreed that * * * reservations retained therein (in deed to United States) by the Vendor shall be subject to the rules and regulations prescribed by the Secretary of Agriculture for the occupation, use, protection and administration of the project area in which the land herein described is located * * *." Form LU-LA-22 "Rules and Regulations to Govern the Exercise of Mineral Rights Reserved in Conveyances to the United States under Title III of the Bankhead-Jones Farm Tenant Act" and Form LU-LA-23 "Rules and Regulations to Govern the Exercise of Timber Rights Reserved in Conveyances to the United States under Title III of the Bankhead-Jones Farm Tenant Act" have been approved by the Secretary of Agriculture and the appropriate form must be attached to all options and copies thereof which contain mineral or timber reservations. In negotiating options, these rules and regulations must be read and agreed to by the vendor. It is therefore highly desirable that the rules and regulations be initialed by all parties who have signed the option to indicate that the rules and regulations are understood and agreed to by them. It should be thoroughly explained to the vendors that these rules and regulations are to be attached to and are to be made a part of the option and will later be incorporated in full in the deed from the vendor to the United States.

A When the terms of the reservation have been set forth in detail in the option, as outlined in paragraph 5dIV of this Supplement, the following words will be added thereto: "The foregoing reservation shall be subject to the rules and regulations of the Secretary of Agriculture, referred to below, and copy of which is attached."

All recipients of this Supplement will make the necessary notations in the margins of Instruction LU-LA-3 to insure proper reference being made to this Supplement.

Signed:

Paul L. Koenig

Paul L. Koenig,
In Charge,
Division of Land Acquisition.

LU-LA-3 (Supplement 6)

March 17, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

There are set forth below changes in Instruction LU-LA-3 relative to the method of negotiating and procuring options on lands which are subject to Exceptions (Interests Outstanding in Third Parties). These changes in procedure are to be effective immediately but are not to be retroactive as to those options which have already been procured.

Paragraph 5cIII is revised to read as follows:

5 c III When the negotiator interviews the proponent he will discuss the matter of exceptions to determine whether there are any exceptions such as rights of way, school lots, cemeteries, etc., which have not been listed on the tract ownership data form. The negotiator will also discuss with the proponent the possibility of eliminating any such exceptions as well as any exceptions existing in the chain of title (See paragraph I above).

The following is added as paragraph 5cVI:

5 c VI When an exception is found to exist which the proponent is not willing or is not able to eliminate before conveyance of title to the United States, the negotiator should determine whether it is the intention and desire of the proponent to retain the right to future rentals, royalties, profits or other benefits under the exception. There should be a complete understanding regarding this matter while negotiations are in progress.

A If the proponent is to retain the right to future rentals, royalties, profits or other benefits under the exception, this fact should be expressly stated in the option.

B If the proponent is not to retain the right to future rentals, royalties, profits or other benefits under the exception, the option should expressly state that "All rights to future rentals, royalties, profits or other benefits under the foregoing exception shall vest in the United States of America".

5 c VI C Unless the option expressly provides that the proponent is to retain the right to future rentals, royalties, profits or other benefits, these rights will probably vest in the United States under recognized Laws of Conveyancing. Unless the option expressly provides that the proponent is to retain the right to future rentals, royalties, profits or other benefits, the deed to the United States, to be prepared at a later date, will provide that these rights are to vest in the United States in order that there may be no doubt about the matter.

All recipients of this Supplement will make the necessary notations in the margins of Instruction LU-LA-3 to insure proper reference being made to this Supplement.

Signed:

Paul L. Koenig

Paul L. Koenig,
In Charge,
Division of Land Acquisition.

LU-LA-3 (Supplement 7)

March 22, 1938.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

The following instructions, relative to the method of procuring options, are added to Paragraph 5 b III of Instruction LU-LA-3:

5 b III A In exceptional cases, where the proponent absolutely refuses to option non-contiguous tracts on separate options or where the proponent has a satisfactory abstract covering two or more non-contiguous tracts, it is permissible to include two or more non-contiguous tracts in one option if it can be definitely determined that:

(1) Title to all of the tracts is clearly vested in the proponent. (See paragraph 5 b IV).

(2) The chains of title for all tracts are identical or are in such condition and of such duration as to meet the requirements of the Regional Title Attorney.

(3) It will be possible to obtain all necessary curative material for each tract.

(4) It will be possible to close the entire purchase as a single transaction.

(5) It will be possible to procure the necessary services from the abstracter, and provide for the necessary payments to the abstracter, under the terms of the abstract contract, one term of which is the "single offer" provision. (See paragraph 5 b V).

B In those cases in which it seems desirable to include two or more non-contiguous tracts in one option and all the conditions set forth in the preceding paragraph can be satisfied, the negotiator will obtain the written authority of the Project Manager to procure the option in this manner, before beginning negotiations. After the option has been procured, copies of the Project Manager's authorization will be attached to the original and all copies of the option except the vendor's copy.

5 b III C In these cases, it will be necessary that the tract numbers originally assigned to each separate tract be retained, (See paragraph 2 d, Supplement 1), and that the individual files set up for each separate tract be maintained. All of the tract numbers must, however, be listed on the option. Material relating to all of the optioned tracts as a whole may be retained in one file if it is properly cross referenced.

All recipients of this Supplement will make the necessary notations in the margins of Instruction LU-LA-3 to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
Acting in Charge,
Division of Land Acquisition.

LU-LA-3 (Supplement 8)

March 29, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

The following instructions, relative to the method of providing funds for payment of the one dollar ($1.00) to the proponent, are issued to supersede paragraph 5 h X of Instruction LU-LA-3:

5 h X The one dollar ($1.00) consideration recited in the option will be paid to the proponent by the negotiator at the time the option is signed. The negotiator will prepare a separate receipt for each payment, using the reverse side of Standard Form No. 1012d, and will have it signed by the proponent. These forms will be scheduled on Standard Form No. 1012. There should be entered on all Standard Forms No. 1012d and 1012 the name of the project, the project symbol, and the tract number. These forms will then be handled in one of the following manners:

A In those instances in which it is possible to provide for these payments on a reimbursement basis, Standard Form No. 1012 (with Standard Forms No. 1012d attached) will be submitted to the Division of Land Acquisition, (BAE), Washington, unless the Budget and Accounts Officer, (BAE), Washington, has appointed a Regional Accountant, in which case the vouchers should be submitted directly to the Regional Accounting Office.

B In those instances in which individual negotiators will be obtaining a large volume of options, where the advance of one dollar ($1.00) on each option will work a financial hardship on the negotiator, it is possible to arrange for an advance of funds for this purpose. The advance must be made to the individual negotiator who will be making the one dollar ($1.00) payments. In order to obtain such an advance, the negotiator must arrange for the procurement of a Bond of Indemnity, using Form AD-100, in the amount of $1000. The fee for this bond will be five dollars ($5.00), which must be paid by the applicant (negotiator). Application for advances will be made on Standard Form No. 1038-Revised "Application for Advance of Funds for Travel Expenses". The maximum advance to negotiators for the taking of options will be $200. In executing Standard Form No. 1038-Revised, the sentence beginning "An advance of

5 h X B funds is hereby requested to be used for subsistence expense of official travel" will be changed to read "An advance of funds is hereby requested to be used under Act of June 3, 1902, for non-subsistence expenses". Form No. AD-100 and Standard Form No. 1038-Revised will be transmitted to the Division of Land Acquisition, (BAE), Washington, where they will be examined and forwarded to the Budget and Accounts Officer, (BAE), Washington, who will arrange for the procurement of the advance and the transmittal of the advance to the applicant (negotiator).

(1) When approximately one-half of the money advanced has been expended, additional funds will be procured by submitting Standard Form No. 1012 (with Standard Forms No. 1012d attached) to the Division of Land Acquisition, (BAE), Washington, unless the Budget and Accounts Officer, (BAE), Washington, has appointed a Regional Accountant, in which case they should be submitted directly to the Regional Accounting Office. These forms will be accompanied by Standard Form No. 1039-Revised "Statement of Advance of Funds for Travel Expenses". The negotiator will indicate on Standard Form No. 1039-Revised, in the space provided, that "I will continue in a travel status and will have further need for the advance". By so executing the form, the negotiator will receive a check in the amount of the receipts submitted on Standard Form No. 1012.

(2) When the negotiator has no further use for the advance of funds, he will submit all receipts on hand (Standard Forms No. 1012d) attached to Standard Form No. 1012, with Standard Form No. 1039-Revised, indicating on Standard Form No. 1039-Revised that the amount of the vouchers submitted is to be applied to the Travel Advance and stating that "I will not continue in a travel status and will not have further need for the advance". It will also be necessary for the negotiator to submit a certified check or postal money order made payable to the Treasurer of the United States for the unexpended balance held by him. Accounts for the advance of funds should be retained only so long as they remain active. If no vouchers are presented for a period of 30 days following the close of the month during which the last voucher was presented, the necessary action as outlined above should be taken to close the account.

All recipients of this Supplement will make the necessary notation in the margin of Instruction LU-LA-3 to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
Acting in Charge,
Division of Land Acquisition.

LU-LA-3 (Supplement 9)

April 27, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

The following instructions, relative to the method of optioning unpatented homestead lands, are issued to supersede paragraph 5 a VII of Instruction LU-LA-3:

5 a VII In those cases in which a United States patent has not yet been issued on homestead lands, it is extremely desirable that arrangements be made for the entryman to procure a patent and convey fee simple title to the United States rather than relinquish his homestead rights. In such cases, the negotiator will ascertain the status of the entry and the ability of the entryman to obtain a patent within a reasonable length of time.

A Where it is possible for the entryman to obtain a patent within a reasonable length of time, this fact and any additional information as to the action taken or to be immediately taken by the entryman to prove up should be entered on Form LU-LA-2 "Tract Ownership Data". If the action appears to be satisfactory, the negotiator will then have the proponent execute Form LU-LA-4 "Option for Purchase of Land by the United States of America" for the acquisition of a fee simple title.

B Where it is not possible for the entryman to obtain a patent within a reasonable length of time but it is particularly important that the tract be acquired, the Project Manager will submit a report thereon to the Regional Director, taking into consideration the provisions of paragraph 2 i of Instruction LU-PO-1 (Supplement 1). The Regional Director will forward this report with his recommendations to the Leader of the Division of Project Organization, (BAE), Washington, who will forward such recommendations, when approved, to the Leader of the Division of Land Acquisition. Further negotiations in connection with the tract in question will not be resumed until such action is authorized by the Leader of the Division of Land Acquisition, (BAE), Washington.

All recipients of this Supplement will make the necessary notation in the margin of Instruction LU-LA-3 to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
Acting in Charge,
Division of Land Acquisition.

LU-LA-3 (Supplement 10)

April 28, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

The following revisions, relative to the method of assembling data on leases, easements, licenses, etc., appearing in the chain of title, are made in Instruction LU-LA-3:

Paragraph 2 a III is revised to read as follows:

2 a III True copies of leases, easements, licenses, etc. (to be attached to Form LU-LA-2) or excerpts from leases, easements, licenses, etc., sufficient to identify the instruments, with statements by curative agents as to their effect on the title (to be recited on the reverse side of Form LU-LA-2).

Paragraph 8 a III G is revised to read as follows:

8 a III G True copies of leases, easements, licenses, etc., when originally attached to Form LU-LA-2.

Paragraph 8 a IV G is revised to read as follows:

8 a IV G True copies of leases, easements, licenses, etc., when originally attached to Form LU-LA-2.

All recipients of this Supplement will make the necessary notations in the margins of Instruction LU-LA-3 to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
Acting in Charge,
Division of Land Acquisition.

LU-LA-3 (Supplement 11)

May 2, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

The following additions and revisions, relative to the procurement of options in those cases in which an escrow arrangement is to be utilized, are made in Instruction LU-LA-3:

The following is added as paragraph 5 b IX:

5 b IX In negotiating options, it may be discovered that Federal Land Banks, Insurance Companies and corporations of a similar nature are, by law, charter, by-law or established policy, unable to deliver deeds to grantees prior to the tender of the purchase money. These exceptional cases may be handled by an escrow arrangement, using the attached form marked Exhibit "A". This arrangement requires the grantor to execute and deliver to a custodian, approved by all parties concerned, a warranty or other proper deed upon the request of the Project Manager and prior to the tender of the purchase price. Title examination will be based on certified copies of the deed and escrow agreement. Since acquisitions handled under escrow arrangements will require additional and special handling during all stages of the transaction, this method should be utilized only when absolutely necessary. It will be the duty of the negotiator to determine this fact.

A In these cases, the following changes must be made in Form LU-LA-4 "Option for Purchase of Land by the United States of America":

(1) The words "..... and the Vendor by warranty or other proper deed, as may be required by the United States and as hereinafter provided, agrees to convey to the United States ....." shall be changed to read "..... and the Vendor agrees to execute and deposit in escrow with a Custodian acceptable to the parties hereto, a warranty or other proper deed, as may be required by the United States and as hereinafter provided, conveying to the United States .....".

(2) The words "..... the Vendor agrees to execute and deliver a good and sufficient warranty or other proper deed ....." shall be changed to read "..... the Vendor agrees to execute and deliver, in the manner provided above, a good and sufficient warranty or other proper deed .....".

5 b IX A (3) The words "..... after the execution, delivery, and recordation of said deed or deeds vesting title in the United States ....." shall be changed to read "..... after the execution and delivery of the said deed or deeds, in the manner provided herein, conveying title to the United States .....".

B In those cases in which the proponent is exempted, by law or otherwise, from paying a documentary revenue stamp tax, the words "..... that the Vendor agrees to pay the documentary revenue stamp tax on such deed or deeds ....." may be deleted from the option.

C The negotiator will require all parties signing the option to initial all alterations made in the printed option form.

D In these cases, it will not be necessary for the negotiator to obtain the written authority of the Project Manager or the approval of the Regional Director before negotiating the option in the manner set forth above.

Paragraph 5 g V is revised to read as follows:

5 g V No changes in the printed form or interlineations in the form, except as provided in paragraph 5 b VIII <u>and paragraph 5 b IX</u> will be permitted.

All recipients of this Supplement will make the necessary notations in the margins of Instruction LU-LA-3 to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
Acting in Charge,
Division of Land Acquisition.

(EXHIBIT "A")

ESCROW MEMORANDUM

The _____ Deed attached hereto, dated the ___ day of _____, A. D. 19__, executed by the undersigned, _____ of
(Grantor)
_____, and conveying the land described therein to the United States of America, pursuant to the terms of a certain option dated _____ _____, 19 ___, a true and correct copy of which is attached hereto and made a part hereof, is hereby delivered in escrow by said grantor to _____ _____, of _____, as Custodian.

Said _____ Deed is to be held by said _____
(Custodian)
until the United States of America, grantee in said Deed, has paid the sum of _____ Dollars (minus deductions authorized by the undersigned, as set forth in the option and Land Purchase Voucher) to said _____
(Custodian)
whereupon said _____ Deed shall be delivered to an authorized representative of the Secretary of Agriculture of the United States, all in accordance with the provisions of said option.

IN WITNESS WHEREOF, the said _____ ha ___
(Grantor)
hereunto set _____ hand __, this _____ day of _____, A. D. 19__.

_____ _____
(Witness) (Grantor)

_____ _____
(Witness) (Grantor)

RECEIPT AND CERTIFICATE OF CUSTODIAN

The undersigned, _____ of _____, as

LU-LA-3 (Supplement 12)

May 2, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

APPRAISING AND OPTIONING OF LAND

The following instructions, relative to reservations for the removal of improvements, are issued to supersede paragraph 5 d V of Instruction LU-LA-3. These changes in procedure are to be effective immediately but are not to be retroactive as to those options which have already been procured.

5 d V Where the proponent desires to reserve buildings, fences, etc., it will not be necessary to reappraise them. The deduction to be made for buildings, fences, etc. to be reserved shall be the present appraised value. In reciting such reservations in options, the improvements to be removed must be clearly identified and a specified time for their removal must be inserted (See Instruction LU-PO-1, paragraph 12 g IV A). If a Temporary Use Agreement is involved, the time limitation recited in the option for the removal of buildings, fences, etc. shall coincide with the terms of the Temporary Use Agreement.

All recipients of this Supplement will make the necessary notation in the margin of Instruction LU-LA-3 to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
Acting in Charge,
Division of Land Acquisition.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS

DIVISION OF LAND ACQUISITION LU-LA-4

January 10, 1938.

MEMORANDUM FOR REGIONAL DIRECTORS AND OFFICIALS
ACTING IN CHARGE OF LAND UTILIZATION PROGRAM

Subject: Contracting for Abstracts of Title and Certificates of Title.

The attached instruction, (LU-LA-4) is issued

(I) for the guidance of the Regional Offices in negotiating new contracts for the purchase of Abstracts of Title and Certificates of Title under Title III of the Bankhead-Jones Farm Tenant Act, and

(II) to state certain general considerations to be followed in perfecting a standarized procedure.

The instruction is preliminary in character. While conformity to this instruction will be required, pending possible official modification, the Regional Directors are invited to recommend changes or modifications of this instruction which they believe necessary to meet the local requirements.

Signed:

Paul L. Koenig

P. L. Koenig,
In Charge
Division of Land Acquisition.

January 10, 1938.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

CONTRACTING FOR ABSTRACTS OF TITLE AND CERTIFICATES OF TITLE

1 PURPOSE:

a The purpose of this instruction is to outline the procedure to be followed when negotiating contracts for abstracts of title and certificates of title.

2 GENERAL:

a The success of the Land Acquisition Program under Title III of the Bankhead-Jones Farm Tenant Act will depend largely upon the procurement of complete and carefully prepared abstracts and certificates of title.

b Contracts for the preparation of abstracts of title and certificates of title have been drafted by the Department of Agriculture in such a manner that they may be used by any Bureau of the Department for ordering abstracts or certificates of title. This has been done to provide similarity in the forms and uniformity in procedure. No other forms of contract will be used to secure abstracts or certificates of title.

c The Sub-committee of the Land Acquisition Committee, Department of Agriculture, maintains a record of all Department of Agriculture contracts. The Division of Land Acquisition will advise the Regional Director regarding the contracts under which abstracts or certificates of titles may be ordered for approved projects within his region.

d In areas where contracts have not been previously executed by the Department of Agriculture, it shall be the duty of the Regional Director, immediately following his instructions authorizing the project manager to option lands for a project, to see that:

I The advice of the Regional Title Attorney is obtained relative to the period of time for which a search of the records should be made and any other general information as to title requirements.

II Reliable local Abstract Companies, Title Companies and individuals are interviewed.

2 d III Proposals are secured from such companies and individuals.

IV Contracts are awarded to duly accredited companies or individuals.

e Care should be exercised in the negotiations for contracts. Not only should the negotiator of the contract be satisfied as to price, but he should also make certain that the company or individual is reliable, efficient and able to prepare abstracts or certificates of title in which confidence can be placed. The United States of America relies upon the correctness of an abstract or certificate of title when spending money for the acquisition of land. Inadequate or poorly prepared abstracts or certificates of title often result in unnecessary delays in qcquiring lands, increased acquisition costs or expensive court actions.

f In some instances, particularly in the eastern and southern areas, it may be desirable to employ full time personnel qualified to prepare abstracts.

3 VOLUME OF WORK IN AREA TO BE COVERED:

a It shall be the duty of the Regional Director to determine the volume of work necessary to provide abstracts or certificates of title for each project.

b A contract shall be limited to the ability of an Abstract Company, Title Company or individual to prepare abstracts or certificates of title within the time required. Thus a contract may be awarded to cover a portion of the project area, while another contract or contracts may be awarded for the remainder of the area. Care should be taken, however, to avoid multiplicity of contracts.

c Portions of the project can be defined in each contract according to established political subdivisions such as districts, townships, counties or any specified parts thereof.

d No two contracts may cover the same geographical area.

4 STEPS OF PROCUREMENT:

a The steps in the execution of an abstract or certificate of title contract shall be:

I The opening of bids by the Regional Director.
II Submission of contract with recommendations to the Bureau.
III Approval by the Leader, Division of Land Acquisition.
IV Approval by the Sub-Committee of the Land Acquisition Committee.
V Approval by the Solicitor.
VI Execution by the Acting Secretary or his duly authorized agent.

5 RECORDS:

a Disposition of copies of the contracts will be made by the Bureau.

b The Sub-committee of the Land Acquisition Committee will maintain records of all Department of Agriculture abstract and certificate of title contracts. Similar records for areas where land is to be acquired under Title III will be maintained by the project office, regional office and Division of Land Acquisition.

6 STATEMENT AND CERTIFICATE OF AWARD:

a Standard Form 1036 (Revised) "Statement and Certificate of Award" shall be supplied with the original and all copies of each contract. Care should be exercised in its preparation. If bids are not taken as a basis for the awarding of the contract, a complete statement justifying the awarding of the contract without the letting of bids must be made on this Form.

7 ABSTRACT AND CERTIFICATE OF TITLE COSTS:

a Except where states by statute stipulate the fees to be charged for abstracts, all contracts should be taken on the per entry and per certificate basis. This provides uniformity in and comparison of contracts. If it is impossible to procure contracts on this basis, other methods of reimbursement may be provided for but this practice is to be discouraged.

b Since fees and their justification vary in different localities, it is impossible to estimate what the per entry or per certificate charge should be. The negotiator should ascertain the usual commercial rates, solicit the advice and assistance of title associations, and in every way satisfy himself that the fees provided for in the contract are fair and reasonable.

c Special fees such as for tax certificates, probate or court proceedings, etc., should not be allowed. The fee for a complete Certificate of Title or Certificates attached to abstracts should provide for the tax certificate. Probate and court proceedings should be paid for on the per entry basis each pleading therein necessary and pertinent to the title to be considered an entry.

8 TRACT INDEXES:

a Provisions for the furnishing of tract indexes is contained on page "3a" of the contract. This service is primarily for the use of the Forest Service and if there is no probable use for

8 a the service in the county in which the contract is being taken, this page should be omitted from the contract. The costs of this service range from 1¢ to 3¢ per acre when the tract of land is 1 ess than 650 acres and from ½¢ to 2¢ per acre when the tract contains more than 650 acres.

9 TIME OF DELIVERY:

a Consideration of the amount of the orders which will probably be placed with the Abstract or Title Company at any one time, the length of the titles in the county, and the general condition of the records must govern in determining the delivery period. Ordinarily it is considered that 60 days from the date of the order should be considered as a maximum period for delivery.

10 ABSTRACTS AND CERTIFICATES OF TITLE IN DUPLICATE:

a Provision will be made for the procurement of abstracts in duplicate only when this can be done without materially increasing the contract price.

11 PREPARATION OF CONTRACTS:

a The Regional Director will be responsible for the preparation of an original and six copies of Abstracts or Certificates of Title Contracts.

b Paragraph 7 of the abstract contract should, in every instance, be deleted from the printed form.

c Such contracts should be executed in duplicate by the lowest qualified bidder, making the five remaining copies facsimiles.

d Execution of such contracts by the abstracter should be secured prior to the acceptance of options provided, however, that it has been determined that the area to be covered by the contract will not be materially reduced.

e Contracts as executed by the Abstract or Title Company shall be approved and initialed by the Regional Director and forwarded together with the facsimiles to the Division of Land Acquisition. When approved by the Division of Land Acquisition they will be transmitted to the sub-committee of the Land Acquisition Committee which will examine, approve and transmit them to the Solicitor for approval and submission to the Acting Secretary of Agriculture or his duly authorized agent for execution.

11 f It is important that there be attached to the original and each copy of the recommended contract, the proposals from all Abstracters or Title Companies interviewed and justification for the award on Standard Form 1036 (Revised) "Statement and Certificate of Award".

12 EXECUTION AND DISTRIBUTION OF CONTRACTS:

a After execution of such contracts by the Acting Secretary of Agriculture or his duly authorized representative, the Bureau will provide for assigning a number to each copy of the contract and the distribution thereof as follows:

I Original and Form 1036 (Revised) to the General Accounting Office.

II One facsimile copy to the Sub-Committee of the Land Acquisition Committee.

III One facsimile copy to Business Management Division.

IV One facsimile copy to the Division of Land Acquisition.

V One signed copy and two facsimile copies to the Regional Director, who will transmit the original to the abstracter, one copy to the Project Manager, and retain one for Regional Office files.

LU-LA-4 (Supplement 1)

June 28, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

CONTRACTING FOR ABSTRACTS OF TITLE AND CERTIFICATES OF TITLE

The following instructions, relative to the preparation of contracts for Abstracts of Title and Certificates of Title, are added to Paragraph 11 c of Instruction LU-LA-4. This change in procedure is to be effective immediately and is retroactive as to those contracts which have already been executed.

11 c I In those cases in which contracts are signed by officers of corporations, agents, members of unincorporated firms, members of partnerships, etc., evidence of the authority of the individuals to sign must be attached to the contract. Where the contract is signed by an officer of a corporation, a certification in accordance with Solicitor's Form No. 137 (attached) should be used, which includes a copy of the pertinent Resolution or By-Law. The customary evidence of authority will be obtained in all other cases.

Since this Supplement is retroactive, the Regional Director should procure the necessary evidence of authority to sign all contracts heretofore executed under Title III of the Bankhead-Jones Farm Tenant Act. The original and three (3) facsimile copies of such evidence for each contract should be transmitted to the Division of Land Acquisition, (BAE), Washington for distribution in accordance withthe provisions of Paragraph 12 of Instruction LU-LA-4.

All recipients of this Supplement will make the necessary notation in the margin of Instruction LU-LA-4 to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
In Charge,
Division of Land Acquisition.

(Form of certificate to be attached to contracts entered into with incorporated companies.)

EVIDENCE OF AUTHORITY TO SIGN CORPORATE INSTRUMENTS.

I, _____, secretary of the _____ Company, a corporation organized and existing under the laws of the State of _____, do hereby certify that at a duly called meeting of the board of directors of said Company, at which a quorum of said directors was present, held at _____, on the _____ day of _____, 19 , a resolution was adopted, of which the following is a correct copy:

(Here insert copy of the resolution, showing that the person or officer who executed the contract (and the bond, if any) was duly authorized thereto.)

I further certify that on the _____ day of _____, 19 (date of execution of contract), the above resolution was still in force, and that on the said _____ day of _____, 19 (date of execution of contract), _____ was the _____ of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Company, this _____ day of _____, 19 .

_____
Secretary.

(SEAL)

NOTE:-THIS PAGE IS TO BE USED AS A MODEL. IT IS NOT TO BE WRITTEN UPON. If the necessary authority is given by a by-law of the Company, instead of by a resolution of the board, the first paragraph of certification should be modified so that it will show that there is a "by-law of the Company of which the following is a correct copy" (omitting, of course, any reference to a meeting of the board). A copy of the said by-law should then follow, and in the second paragraph of certification the word "by-law" should be substituted for the word "resolution" in the third line.

LU-LA-4 (Supplement 2)

July 16, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

CONTRACTING FOR ABSTRACTS OF TITLE AND CERTIFICATES OF TITLE

The following instructions, relative to the method of extending contracts for Abstracts of Title and Certificates of Title, are added to Instruction LU-LA-4:

13 EXTENSION OF CONTRACTS

a Inasmuch as the Land Utilization Program is operating on an annual appropriation basis, it will be necessary to procure original contracts for Abstracts of Title and Certificates of Title and to extend existing contracts in a manner consistent therewith. In order to satisfy this requirement, Form AD-119 has been amended.

I In soliciting all new bids in the future, Clause 3 on Page 4 of Form AD-119 must be revised to read as follows:
"3. It is further mutually understood and agreed that this agreement, upon execution by the party of the second part, shall be in full force and effect from the date of execution by the party of the first part and shall continue up to and including June 30, 19 __, the party of the second part reserving the right to extend this agreement, during its life, for an additional yearly period or periods not to extend beyond June 30, 19 __, by notice in writing to the party of the first part at any time before the expiration of the current period."

A This change provides for renewal of the contract "for an additional yearly period or periods", and clarifies the manner of giving notice of the renewal by providing that notice in writing must be given "at any time before the expiration of the current period."

B For the present fiscal year (1938-1939), the first blank space shall be prepared to read "June 30, 1939", and the second blank space shall be prepared to read "June 30, 1940."

II In those instances in which it was found desirable to extend existing contracts for the present fiscal year (1938-1939), the interested abstracters were notified of the above noted change in Clause 3 of the contract and the necessary steps have been taken to obtain their consent thereto.

13 b Since the procurement of Abstracts of Title and Certificates of Title must be handled on a yearly basis, it will be necessary for the Regional Offices to advise this office of the recommended action to be taken on all existing contracts, prior to the end of each fiscal year. A statement relative to each contract should therefore be transmitted to this office not later than May 31 of each fiscal year, which statement should be prepared in accordance with the following rules:

I If there is only one qualified abstracter in a county and it is the recommendation of the Regional Director that his services be continued under the existing contract, the Regional Director will so notify the Leader of the Division of Land Acquisition, (BAE), Washington. The Division of Land Acquisition will prepare a letter to the abstracter, for the signature of the Acting Secretary of Agriculture, notifying the abstracter that the contract is formally extended for the coming fiscal year.

II If there is only one qualified abstracter in a county and the Regional Director does not wish to continue to procure services under the existing contract, the Regional Director will so notify the Leader of the Division of Land Acquisition, (BAE), Washington, in order that the contract may be allowed to expire. The Regional Director will also advise as to whether a new bid is to be taken from the abstracter or whether abstracting is to be performed by administrative personnel. If a new bid is to be taken, Page 1 thereof should be dated July 1 of the fiscal year for which services are being solicited.

III In those instances in which there is more than one qualified abstracter in a county and there is a right of renewal under the existing contract, it will be necessary for the Regional Director, or his duly authorized representative, to make a "Pre Renewal Canvass" of all qualified abstracters. This may be done by obtaining bids on Form AD-119 or by merely interviewing the abstracters to ascertain their rates.

A In those instances in which it is the recommendation of the Regional Director that services be continued under the existing contract, the Regional Director will so notify the Leader of the Division of Land Acquisition, (BAE), Washington, in order that a Letter of Notification of the extension of the contract may be prepared and transmitted to the abstracter. The Regional Director's letter should clearly set forth a summary of all negotiations conducted (including names and addresses of abstracters and rates offered) and the justification for the Regional Director's recommended action.

13 b III B In those instances in which it is the recommendation of the Regional Director that services be obtained under a new contract either with the present abstracter or with a new abstracter, the Regional Director will so notify the Leader of the Division of Land Acquisition, (BAE), Washington, in order that the existing contract may be allowed to expire. The Regional Director will also submit, at the same time, the recommended bid and assembly, in accordance with the provisions of Instruction LU-LA-4. Page 1 of all such bids should be dated July 1 of the fiscal year for which services are being solicited.

All recipients of this Supplement will make the necessary notation in the margin of Instruction LU-LA-4 to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
In Charge,
Division of Land Acquisition.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS

DIVISION OF LAND ACQUISITION LU-LA-5

January 20, 1938

MEMORANDUM FOR REGIONAL DIRECTORS AND OFFICIALS
ACTING IN CHARGE OF LAND UTILIZATION PROGRAM

Subject: Field stations of the Solicitor for the examination of titles to land purchased by the various Bureaus of the Department of Agriculture.

The Solicitor, Department of Agriculture, on December 31, 1937, issued Memorandum No. 42 (1937) announcing the field stations in which title examination work is to be performed in connection with the purchase of land by the various Bureaus of the Department of Agriculture. The memorandum also set forth the area served by each field station and the name of the Title Attorney in charge of each area.

Since title examination work in connection with the acquisition of land under Title III of the Bankhead-Jones Farm Tenant Act is to be performed under the direction of the Solicitor, Department of Agriculture, in the field stations designated by the Solicitor, the activities of the Division of Land Acquisition will be affected by the terms of the Solicitor's Memorandum No. 42 (1937).

A list of the field stations, area served by each field station, and the name of the Title Attorney in charge of each area is attached hereto.

Signed:

Paul L. Koenig,
In Charge,
Division of Land Acquisition.

Attachment

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

Field stations of the Solicitor for the examination of titles to land purchased by the various Bureaus of the Department of Agriculture.

1.

Headquarters:
Washington, D. C.

Attorney in charge:
Abner R. Neff.

Area:

States of Maine; New Hampshire; Vermont; Massachusetts; Rhode Island; Connecticut; New York; Pennsylvania; New Jersey; Delaware; Maryland; Virginia; West Virginia; and Kentucky.

2.

Headquarters:
Atlanta, Georgia.

Attorney in charge:
Benjamin Catchings.

Area:

States of North Carolina; South Carolina; Georgia; Florida; Alabama; and the following counties in Tennessee:

Johnson	Washington	Greene
Knox	Carter	Roane
Unicoi	Loudon	Sevier
Blount	Monroe	Polk
Bradley	Hamilton	Rhea
Sullivan	Meigs	McMinn
Morgan	Hawkins	Cocke
Anderson	Scott	Campbell
Union	Claiborne	Crainger
Jefferson	Hamblen	Hancock

3.

Headquarters:
Milwaukee, Wisconsin.

Attorney in charge:
Elton C. Hotchkiss.

Area:

States of Indiana; Ohio; Wisconsin; Minnesota; and Michigan, except the Upper Peninsula.

4.

Headquarters:
~~Escanaba~~, ~~Michigan~~.
Federal Bldg, Marquette, Michigan
Attorney in charge:
Jesse S. Brightwell.

Area:

Upper Peninsula of Michigan.

5.

Headquarters:
St. Louis, Missouri.

Attorney in charge:
Aubrey W. Landis.

Area:

States of Illinois; Missouri; and Iowa.

6.

Headquarters:
Hot Springs, Arkansas.

Attorney in charge:
Clem B. Wilson.

Area:

States of Arkansas; Oklahoma, except Cimarron, Texas, and Beaver Counties; and Tennessee, except the counties named above under 2.

7.

Headquarters:
Alexandria, Louisiana.

Attorney in charge:
Thomas H. McGregor.

Area:

States of Louisiana; Mississippi; and the following counties in Texas:

Shelby	Walker
Nacogdoches	San Jacinto
San Augustine	Montgomery
Angelina	Liberty
Tyler	Hardin
Sabine	Jasper
Houston	Newton
Cherokee	Orange
Trinity	Jefferson
Polk	

8.

Headquarters:
Amarillo, Texas.

Attorney in charge:
Robert C. Dow.

Area:

States of Texas, except the counties named under 7 above; New Mexico; Kansas; Arizona; Cimarron, Texas, and Beaver Counties in Oklahoma; and the following counties in Colorado:

Elbert	Las Animas
El Paso	Kit Carson
Pueblo	Cheyenne
Huerfano	Kiowa
Lincoln	Bent
Crowley	Prowers
Otero	Baca

9.

Headquarters:
Denver, Colorado.

Attorney in charge:
Henry Hilbun, Jr.

Area:

States of Colorado, except counties named under 8 above; Nebraska; South Dakota; North Dakota; Wyoming; Montana, except Forest Service acquisitions; and Utah, except Forest Service acquisitions.

10.

Headquarters:
Missoula, Montana.

Attorney in charge:
Charles S. Brothers.

Area:

Idaho, north of the Salmon River; Pend Oreille, Stevens, and Spokane Counties in the State of Washington; and Forest Service acquisitions in the State of Montana.

11.

Headquarters:
Ogden, Utah.

Attorney in charge:
Thomas L. Talbott.

Area:

Idaho, south of the Salmon River; Nevada; and Forest Service acquisitions in Utah.

12.

Headquarters:
Portland, Oregon.

Attorney in charge:
William F. Staley.

Area:

States of Oregon and Washington, except the counties named under 10 above.

13.

Headquarters:
San Francisco, California.

Attorney in charge:
Harry P. Dechant.

Area:

State of California.

Prepared: January 20, 1938.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS

DIVISION OF LAND ACQUISITION LU-LA-6

March 21, 1938

MEMORANDUM FOR REGIONAL DIRECTORS AND OFFICIALS
ACTING IN CHARGE OF LAND UTILIZATION PROGRAM

Subject: Option acceptance and abstract procurement and payment.

The procedure outlined in the attached Instruction (LU-LA-6) will be followed in accepting options and in ordering and paying for abstracts under Title III of the Bankhead-Jones Farm Tenant Act.

Instructions have heretofore been issued setting forth the procedure to be followed in appraising and optioning land and contracting for abstracts of title. Instruction LU-LA-6 sets forth a detailed procedure to be followed in the encumbrance of funds for land payments, acceptance of options, and furnishing notice of acceptance of options. This Instruction also provides a detailed procedure for ordering abstracts, encumbering funds for abstract payments, and preparing and submitting vouchers for the payment of abstract services.

Instructions will be issued as soon hereafter as possible setting forth the procedure to be followed in title clearance and payment for lands to be acquired.

In this Instruction, a distinction has been made between those activities performed by the Regional Accounting Office and those performed by the Regional Office which relate primarily to land acquisition. Where the activities involve the accounting phase of the program, the terms "Regional Accountant" or "Regional Accounting Office" have been used. Where the activities relate primarily to land acquisition, the terms "Regional Director" or "Regional Office" have been used, even though the activities may actually be performed by or under the supervision of the official in charge of land acquisition in the Regional Office.

Signed:

James M. Gray

James M. Gray,
Acting in Charge,
Division of Land Acquisition.

Attachment.

March 21, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

OPTION ACCEPTANCE AND ABSTRACT PROCUREMENT AND PAYMENT

1 - ACCEPTANCE OF OPTIONS AND ENCUMBRANCE OF FUNDS

a When the option assemblies are received by the Division of Land Acquisition, (BAE), Washington, they will be given merely a cursory examination inasmuch as Instruction LU-LA-3 places the responsibility upon the Regional and Project Offices to check and examine thoroughly each option assembly to ascertain that all forms are properly executed, that all necessary forms have been included in the assembly, that the papers have been properly assembled, and that the option has been endorsed by the Regional Director for acceptance.

I If, in making this cursory examination, it is found that the option assemblies are not complete, or that some of the papers have been improperly executed or are inadequate, they will be immediately returned to the Regional Director with Form LU-LA-7 "Option Assembly Return Sheet" which will indicate the reason for the return of the option assemblies.

b When the option is found to be in proper form for acceptance, the Division of Land Acquisition will transmit to the Budget and Accounts Officer, (BAE), Washington, a request for the encumbrance of funds on Form LU-LA-6 "Encumbrance Schedule", together with a copy of the option. After the funds have been properly encumbered, the Budget and Accounts Officer will give notice thereof to the Division of Land Acquisition by returning Form LU-LA-6 and the copy of the option with a notation on the copy of the option that funds have been encumbered.

c The option will then be accepted for and on behalf of the United States of America by the Secretary of Agriculture, or his duly authorized representative, who will sign Form LU-LA-4 "Option for Purchase of Land by the United States of America" in the space provided at the bottom of the reverse side of the form. The original option and the two copies signed by the vendor will be signed by the Secretary of Agriculture, or his duly authorized representative.

I The original signed accepted option, now constituting a land purchase contract, will be transmitted to the Budget and Accounts Officer with Form LU-LA-6, bearing an endorsement at the bottom thereof that the option has been properly accepted and requesting that the Budget and Accounts Officer transmit the land purchase contract to the General Accounting Office for permanent filing.

1 c II The first signed copy of the land purchase contract will be transmitted to the vendor by registered mail, together with Form LU-LA-8 "Contract Transmittal Notice", advising the vendor of the acceptance of the option.

III The second signed copy of the land purchase contract and assembly will be retained in the files of the Division of Land Acquisition, (BAE), Washington.

IV The third copy of the land purchase contract and assembly will be filed in the vendor's file maintained by the Bureau.

V The fourth copy of the land purchase contract will be transmitted to the Project Manager for the project files.

VI The fifth copy of the land purchase contract will be transmitted to the Project Manager for submission to the Regional Title Attorney when the abstract and related papers are submitted for title examination.

VII The sixth copy of the land purchase contract will be transmitted to the Regional Director for the regional files.

d As a general rule, unaccepted options or land purchase contracts (accepted options) are not to be recorded. In exceptional cases, however, it may be essential that these instruments be recorded to protect the interests of the Government. (Example: Options covering proposed construction sites and contracts covering construction sites) (Example: Options or contracts containing mineral or timber reservations, where recordation will constitute notice to the vendor's prospective lessees as to the limitations of the vendor's reserved rights). In such cases, the Project Managers will have the instruments recorded in the counties in which the land is located.

I If the option is in the Regional Office for approval, it may be obtained from the Regional Director. If the option has been forwarded to the Division of Land Acquisition for acceptance, the unaccepted option or the land purchase contract may be obtained from the Division of Land Acquisition.

II Payment for the recording fees will be made as follows:

A If the recording fee amounts to $1.00 or less, the Project Manager may pay it under his Letter of Authorization, obtaining a receipt for the payment on the reverse side of Standard Form 1012d. These forms will be scheduled on Standard Form No. 1012 before they are submitted for reimbursement.

1 d II B If the recording fee amounts to more than $1.00, the Project Manager will have the County Recorder or other person receiving the fee execute Standard Form No. 1034. These forms will then be submitted by the Project Manager for payment.

C The Project Manager should transmit Standard Form No. 1012 (with Standard Forms No. 1012d attached) and Standard Form No. 1034 directly to the Division of Land Acquisition, (BAE), Washington, unless the Budget and Accounts Officer, (BAE), Washington, has appointed a Regional Accountant, in which case the vouchers should be submitted directly to the Regional Accounting Office.

2 PROCUREMENT OF ABSTRACTS

a When the Project Manager has been notified of the acceptance of the option by receiving a copy of the land purchase contract, he will take the necessary action to obtain a complete abstract of title.

I The Project Manager should obtain any abstracts or title papers owned by the vendor. This information should appear on Form LU-LA-2 "Tract Ownership Data". The vendor's duty to deliver any title papers which he may have is set forth in Form LU-LA-4 "Option for Purchase of Land by the United States of America". After the vendor's title papers have been obtained, they will be forwarded to the abstracter with Form LU-LA-19 "Order for Abstract Services". It is to be noted that this form provides for all types of abstract services and care should be taken that the space marked "(2)" is indicated in preparing the order.

II If the Project Manager is unable to obtain an abstract from the vendor, he will order a new abstract using Form LU-LA-19 "Order for Abstract Services". The space marked "(1)" of the form will be indicated in preparing the order.

III Inasmuch as the abstract contract, Form AD-119, provides for the furnishing and procurement of services on a "single offer" basis, each order for a new abstract or for the continuation of a vendor's abstract should cover all the land in the "single offer" but should not cover land in more than one "single offer".

2 a IV Each project will assign abstract order numbers consecutively as orders for new abstracts or as orders for continuations of vendors' abstracts are transmitted to the abstracter. The abstract order number will be preceded by the designation "AO" to distinguish it from the abstract voucher number (designated "AV") and the land purchase account number (designated "LPA"). There should be no distinction made, in assigning abstract order numbers, between orders for new abstracts and orders for continuations of vendors' abstracts. (Example: If the first order is for a new abstract, the order number will be "AO-1". If the second order is for a new abstract or the continuation of a vendor's abstract, the order number will be "AO-2".)

A After a new abstract has been ordered or after the first continuation of a vendor's abstract has been ordered, all subsequent orders for intermediate and final continuations must bear the same abstract order number as was used in ordering the new abstract or the first continuation of the vendor's abstract. Each subsequent order will, however, bear an alphabetical suffix. (Example: If the order for a new abstract bears abstract order number "AO-15", the order for an intermediate continuation thereof would bear abstract order number "AO-15a" and the order for a final continuation thereof would bear abstract order number "AO-15b") (Example: If the order for the preliminary continuation of a vendor's abstract bears abstract order number "AO-20" and it is not necessary to order an intermediate continuation thereof, the order for a final continuation would bear abstract order number "AO-20a").

V It is to be noted that this instruction does not provide for the abstracter to receive a copy of the land purchase contract. It seems desirable that the abstracter be furnished only the information set forth in Form LU-LA-19, which will include the names of the persons who signed the option and an accurate description of the land to be abstracted.

2 a VI Inasmuch as the encumbrance of funds for all abstract services to be performed on each separate tract will be made on the basis of the original order for services on each tract, it will be necessary to prepare the original and four carbon copies of the order. After the original of the order has been transmitted to the abstracter, the Project Manager will indicate at the bottom of Form LU-LA-19, in the space provided for this purpose, an estimate of the cost of the services ordered. This by necessity will have to be an estimate, but it should be possible to make a fairly definite estimate by referring to Form LU-LA-2 "Tract Ownership Data". It will also be necessary for the Project Manager to insert an estimate of the cost of the final continuation in every case, including in this figure an estimated cost for intermediate continuations whenever the need for ordering such services can be anticipated. This matter should be handled as accurately as possible, inasmuch as the encumbrance for all of the abstract services for each tract will be based thereon. It will be possible to make funds available for the payment of services which exceed the amount originally estimated, but it is desirable that the original estimates be made on a liberal enough basis that such action will not be necessary. The Project Manager will retain one carbon copy in his files and the remaining carbon copies will be distributed as follows:

A In those regions in which a Regional Accountant has been appointed by the Budget and Accounts Officer, (BAE), Washington, carbon copies will be sent to the Regional Accountant, the Regional Director, and the Division of Land Acquisition, (BAE), Washington.

B In those regions in which a Regional Accountant has not been appointed by the Budget and Accounts Officer, one carbon copy will be sent to the Regional Director and two carbon copies will be sent to the Division of Land Acquisition. The Division of Land Acquisition will forward one carbon copy to the Budget and Accounts Officer in order that the necessary encumbrance of funds may be made.

2 b When the abstract has been completed or continued, the abstracter will transmit it to the Project Manager with an original and one carbon copy of an itemized bill for his services. The original bill and the carbon copy thereof must contain the following certification:

"I certify that the above bill is correct and just, and that payment therefor has NOT been received.

Payee _____
Per _____
Title _____ ".

2 c The above certification must be made by the abstracter for all services performed before payment can be made. This certification may be made on his itemized bill or on the voucher. The abstracter should be required to certify his bills in order that it will not be necessary to return the voucher for certification, after it has been prepared in the Project Office.

d The Project Manager will make a weekly report of new abstracts or continuations of vendors' abstracts received from the abstracter, using Form LU-LA-10 "Weekly Tract Report". This report will be transmitted to the Division of Land Acquisition, (BAE), Washington, and a carbon copy thereof will be transmitted to the Regional Director.

3 PAYMENT FOR ABSTRACTS

a The Project Manager will determine that the abstract and bill have been prepared in accordance with the terms of the contract; will check the items in the abstract with the items listed on the abstracter's bill; and will check the computations on the abstract bill itself.

I If any discrepancies are found in the bill submitted by the abstracter, the bill will be returned to the abstracter for the preparation of a corrected bill properly certified.

b When the abstracter's bill has been found to be in proper form, the Project Manager will prepare a voucher in payment for the abstract services, using Standard Form No. 1034 "Public Voucher for Purchases, and Services other than Personal" (white) and Standard Form No. 1034a (yellow). Standard Form No. 1035 (white) and Standard Form No. 1035a (yellow) will also be used where it is not possible to get all of the pertinent information on Standard Forms No. 1034 and 1034a.

c In those regions in which a Regional Accountant has been appointed by the Budget and Accounts Officer, (BAE), Washington, each voucher will consist of one original, three carbon copies, and four tissue carbon copies (on plain yellow paper).

I Original voucher on Standard Form No. 1034 (and Standard Form No. 1035 where necessary) to be ultimately filed in the General Accounting Office after payment of the voucher.

II Carbon copy on Standard Form No. 1034a (and Standard Form No. 1035a where necessary) to be retained in the Regional Accounting Office when the voucher is submitted to that office.

3 c III Carbon copy on Standard Form No. 1034a (and Standard Form No. 1035a where necessary) to be retained by the Budget and Accounts Office when the voucher is submitted bo that office.

IV Carbon copy on Standard Form No. 1034a (and Standard Form No. 1035a where necessary) to be retained by the Division of Land Acquisition when payment is made by the Disbursing Officer of the Treasury Department in Washington. In such cases, this form will be returned through the Regional Office to the Project Office after notice of payment has been received.

V Tissue carbon copy to be retained in the files of the Division of Land Acquisition.

VI Tissue carbon copy to be retained by the Regional Director when the voucher is submitted to that office.

VII Tissue carbon copy to be retained in the files of the Project Office.

VIII Tissue carbon copy to be transmitted by the Project Manager to the abstracter when the Project Manager transmits the voucher for payment.

d In those regions in which a Regional Accountant has not been appointed by the Budget and Accounts Officer, (BAE), Washington, each voucher will consist of one original, two carbon copies, and four tissue carbon copies (on plain yellow paper).

I Original voucher on Standard Form No. 1034 (and Standard Form No. 1035 where necessary) to be ultimately filed in the General Accounting Office after payment of the voucher.

II Carbon copy on Standard Form No. 1034a (and Standard Form No. 1035a where necessary) to be retained by the Budget and Accounts Office when the voucher is submitted to that office.

III Carbon copy on Standard Form No. 1034a (and Standard Form No. 1035a where necessary) to be retained by the Division of Land Acquisition when payment is made by the Disbursing Officer of the Treasury Department in Washington. In such cases, this form will be returned through the Regional Office to the Project Office after notice of payment has been received.

3 d IV Tissue carbon copy to be retained in the files of the Division of Land Acquisition.

V Tissue carbon copy to be transmitted to the Regional Director by the Project Manager when the Project Manager transmits the voucher to the Division of Land Acquisition.

VI Tissue carbon copy to be retained in the files of the Project Office.

VII Tissue carbon copy to be transmitted by the Project Manager to the abstracter when the Project Manager transmits the voucher to the Division of Land Acquisition.

3 e It will be necessary for the abstracter to furnish the original certified bill and one carbon copy thereof.

I Original certified bill to be attached to the original voucher (See paragraphs 3cI and 3dI above).

II Carbon copy of certified bill to be attached to tissue carbon copy of the voucher, which will be retained in the files of the Project Office (See paragraphs 3cVII and 3dVI above).

f The following detailed rules, relative to the preparation of abstract vouchers, should be closely observed:

I The rules relating to Standard Form No. 1034 also apply to Standard Form No. 1034a and the yellow tissue carbon copies thereof. The rules relating to Standard Form No. 1035 also apply to Standard Form No. 1035a and the yellow tissue carbon copies thereof.

A Standard Form No. 1034 should be prepared as follows when Standard Form No. 1035 <u>is not</u> to be used with it:

(1) The space entitled "D. O. Vou. No." will be left blank. It will later be filled in by the Disbursing Officer of the Treasury Department.

(2) The space entitled "No." will be left blank. The Bureau Voucher Number will be inserted in this space by the Regional Accountant or by the Budget and Accounts Officer, (BAE), Washington.

(3) In the space entitled "Voucher prepared", the place and date of preparation of the voucher will be inserted.

(4) In the space entitled "U. S.", the words "Department of Agriculture, Bureau of Agricultural Economics" will be inserted.

3 f I A (5) In the space entitled "Appropriation", the appropriation symbol number and name will be inserted.

(6) In the space entitled "THE UNITED STATES, Dr., To", the name of the abstracter or abstract company will be inserted. The name appearing in this entry should be identical with the name as it appears in the abstract contract.

(7) In the space entitled "Address", the postoffice address of the abstracter or abstract company will be inserted.

(8) The space entitled "Payee's Acct. No." will be left blank.

(9) The space entitled "PAID BY" will be left blank.

(10) In the space entitled "Contract No.", the official number of the abstract contract, assigned by the Budget and Accounts Office, will be inserted. (Example: Bae-11).

(11) In the space following thereafter entitled "Date", the date of the contract will be entered. Inasmuch as Form AD-119 does not recite the date of the execution of the contract by the Secretary of Agriculture, the date appearing on page 1 of the contract will be used.

(12) The space entitled "Req. No." will be left blank.

(13) The space following thereafter entitled "Date" will be left blank.

(14) In the space entitled "Activity", the project symbol and number will be inserted.

(15) In the space entitled "For", the word "Abstracting" will be inserted to explain the nature of the services performed.

(16) In the space entitled "Terms", the word "Net" will be inserted.

(17) The space entitled "% Discount Cash" will be left blank.

(18) The column entitled "Expenditure Symbol" will be left blank.

(19) In the column entitled "No. and Date of Order", the abstract order number and the date of the abstract order will be inserted. (See paragraphs 2aIV and 2aIVA above).

3 f I A (20) In the column entitled "Date of Delivery or Service", the date of receipt of the abstract by the Project Office will be inserted.

(21) In the space entitled "ARTICLES OR SERVICES", the sub-headings "Tract No.", "Vendor", and "Type" will be inserted.

(a) Under the sub-heading entitled "Tract No.", the number of the tract covered by the abstract will be inserted. It is not necessary that the tract number be preceded by the project symbol and number.

(b) Under the sub-heading entitled "Vendor", the vendor's initials and last name will be inserted.

(c) Under the sub-heading entitled "Type", the type of abstract services performed will be inserted.

(I) The word "NEW" will be used to indicate that a new abstract has been prepared.

(II) The abbreviation "PRE" will be used to indicate that preliminary abstract services have been furnished. Preliminary abstract services will be defined as the preparation of the first continuation of an abstract furnished by a vendor.

(III) The abbreviation "INT" will be used to indicate that intermediate abstract services have been furnished. Intermediate abstract services will be defined as the intermediate continuation of a new abstract or of a vendor's abstract which has already received a preliminary continuation. Where more than one intermediate continuation, as defined above, has been prepared, the subsequent continuations will be indicated on the voucher by the abbreviations "2ND INT", "3RD INT", etc.

(IV) The word "FINAL" will be used to indicate that the final continuation of an abstract has been prepared. Where it is necessary to obtain a post-final continuation, this service will be indicated by the abbreviation "P. FIN."

3 f I A (21) (d) The number of the paragraph of the abstract contract under which payment is to be made for the services performed will be shown in parenthesis after the "Type" designation mentioned above; for example, "NEW (1)" and "INT (1a)". Inasmuch as there will generally be varying rates of payment in the compensation paragraphs of each contract, it is extremely important that this portion of the instruction be followed closely.

(e) After the necessary information has been inserted under the sub-headings listed above, an itemization of the services performed will be inserted in accordance with the type of services listed in the contract. The terminology of the voucher must conform to the terminology of the contract. (For example: Entries, Certificates, Court Proceedings, Plats).

(22) In the column entitled "QUANTITY" will be inserted the number of units of each of the itemized services which have been furnished.

(23) In the column entitled "Cost", the cost per unit will be inserted for each of the itemized services.

(24) In the column entitled "Per" will be inserted a word or abbreviation of the word which defines the unit involved. (For example: "Each" or "ea.", to be used when paying for entries on a per entry basis. "Page" or "pg.", to be used in paying for court proceedings on a per page basis).

(25) In the column entitled "AMOUNT" will be inserted the total amount to be paid for each of the itemized services.

(26) The column entitled "NOTATIONS" will be left blank.

(27) In the space entitled "TOTAL", the grand total of the amounts listed in the column entitled "AMOUNT" will be inserted.

(28) In the space entitled "Payee" will be inserted the statement "See attached bill for certification."

(29) The space entitled "Per" will be left blank.

(30) The space entitled "Title" will be left blank.

3 f I A (31) In the space entitled "Additional statements by Department, Bureau, or Establishment, if deemed necessary", the abstract voucher number will be inserted. Each project will assign abstract voucher numbers consecutively as abstract vouchers are transmitted for payment. The abstract voucher number will be preceded by the designation "AV". There should be no distinction made, in assigning abstract voucher numbers, between vouchers in payment for new abstracts, preliminary abstract services, intermediate abstract services, and final abstract services. It is, in fact, possible that many vouchers will provide for payment for more than one of the several types of service.

(32) The space entitled "Accounting Classification" will be left blank. This space will be later filled in by the Regional Accountant or by the Budget and Accounts Officer, (BAE), Washington.

(33) The space entitled "Differences" will be left blank.

(34) The space entitled "Account verified; correct for" will be left blank.

(35) The space entitled "Signature or initials" will be left blank.

(36) The space entitled "with or without advertising, under the circumstances stated in No." will be left blank, unless the services for which payment is to be made were obtained as an "Open Market" purchase.

(37) The space entitled "Approved for $" will be left blank. This space will later be filled in by the Regional Accountant or by the Budget and Accounts Officer, (BAE), Washington.

(38) In the blank space directly above that marked "Title", the Project Manager, or his duly authorized representative, will sign. This signature constitutes a certification as to the veracity of the statements printed immediately above, relative to the performance of the services for which payment is being requested.

(39) In the space marked "Title", the title of the official who signed the voucher will be inserted.

(40) All the remaining spaces on this form will be left blank. They will later be filled in by the Disbursing Officer of the Treasury Department.

3 f I B Standard Form No. 1035 will be used with Standard Form No. 1034 when there is not enough space on Standard Form No. 1034 to insert an itemization of services for all bills which are to be included in the voucher. Standard Form No. 1035 will be prepared as follows:

(1) The abstract voucher number assigned by the Project Manager - see paragraph 3fIA(31) above - should be inserted above the heading of the voucher "Public Voucher for Purchases, or Services other than Personal".

(2) The spaces of this form, mentioned in sub-paragraphs (1) to and including (26) of paragraph 3fIA above, will be prepared in the same manner as outlined in those sub-paragraphs.

(3) In the space entitled "TOTAL", the total of the amounts listed in the column entitled "AMOUNT" will be inserted. If it is necessary to use more than one Standard Form No. 1035 for listing an itemized statement of the services performed, the amount appearing as the "TOTAL" on the preceding Standard Form No. 1035 will be carried forward to the top of the column entitled "AMOUNT" on the Standard Form No. 1035 which follows immediately thereafter. Where this is done, the entry "Carried Forward" will be inserted on the succeeding Standard Form No. 1035 opposite the total amount carried forward thereon. In this way, the "TOTAL" appearing on the last Standard Form No. 1035 will constitute a grand total of the amount to be paid under the voucher.

C Standard Form No. 1034 should be prepared as follows when Standard Form No. 1035 <u>is</u> to be used with it:

(1) The spaces in the heading of this form, mentioned in sub-paragraphs (1) to and including (17) of paragraph 3fIA above, will be prepared in the same manner as outlined in those sub-paragraphs.

(2) The columns entitled "Expenditure Symbol", "No. and Date of Order", "Date of Delivery of Service", "QUANTITY", "Cost", "Per", "AMOUNT", and "NOTATIONS" will be left blank.

(3) In the space entitled "ARTICLES OR SERVICES", the statement "For itemization, see attached Standard Forms No. 1035" will be inserted.

3 f I C (4) In the space entitled "TOTAL", the grand total appearing at the bottom of the last Standard Form No. 1035 - see paragraph 3fIB(3) above - will be inserted.

(5) The remaining spaces on Standard Form No. 1034, mentioned in sub-paragraphs (28) to and including (40) of paragraph 3fIA above, will be prepared in the same manner as outlined in those sub-paragraphs.

II Each abstract voucher should be limited to cover abstract services which have been furnished for one project only. Since the abstract vouchers are prepared in the Project Office, this rule will apply only to those instances in which two or more project offices have been or will be combined. For accounting purposes, it is important that this rule be observed, where applicable.

III Where one or more Standard Forms No. 1035 are used in conjunction with Standard Form No. 1034, the Standard Forms No. 1035 should be securely stapled in the upper left-hand corner to Standard Form No. 1034. Carbon copies will be assembled in the same manner.

g In those regions in which a Regional Accountant has been appointed by the Budget and Accounts Officer, (BAE), Washington, the Project Manager will transmit the original, three carbon copies, and one tissue carbon copy of the voucher to the Regional Director. The Project Manager will retain one tissue carbon copy and will send tissue carbon copies to the abstracter and to the Division of Land Acquisition, (BAE), Washington.

I The Project Manager, or his duly authorized representative, by signing the abstract voucher has indicated his administrative approval of payment of the voucher as prepared.

A If the Project Manager has discovered items in the abstracter's bill which he feels should not be paid, he will make every effort to obtain a corrected bill from the abstracter (See paragraph 3aI above). If the abstracter refuses to submit a corrected bill, the voucher should be prepared in the full amount of the bill, but the Project Manager will not sign the voucher. He will then proceed as outlined in paragraph 3i below.

II When the voucher is received in the Regional Office, it will be examined. If found to be in satisfactory form, the Regional Director, or his duly authorized representative, will place his initials on the left-hand side of the signature of the Project Manager, or his duly authorized representative, to indicate administrative approval of the payment. One tissue carbon copy will be removed for the Regional files and the voucher will be submitted to the Regional Accountant.

3 g III The Regional Accountant will then take the necessary action to provide for the approval and payment of the voucher in accordance with his instructions from the Budget and Accounts Officer, (BAE), Washington.

h In those regions in which a Regional Accountant has not been appointed by the Budget and Accounts Officer, (BAE), Washington, the Project Manager will transmit the original, two carbon copies, and one tissue carbon copy of the voucher to the Division of Land Acquisition, (BAE), Washington. The Project Manager will retain one tissue carbon copy and will send tissue carbon copies to the Regional Director and to the abstracter.

I The Project Manager, or his duly authorized representative, by signing the abstract voucher has indicated his administrative approval of payment of the voucher as prepared.

A If the Project Manager has discovered items in the abstracter's bill which he feels should not be paid, he will make every effort to obtain a corrected bill from the abstracter (See paragraph 3aI above). If the abstracter refuses to submit a corrected bill, the voucher should be prepared in the full amount of the bill, but the Project Manager will not sign the voucher. He will then proceed as outlined in paragraph 3i below.

II The voucher will be examined in the Division of Land Acquisition, and if found to be in satisfactory form, the Leader of the Division of Land Acquisition, or his duly authorized representative, will place his initials on the left-hand side of the signature of the Project Manager, or his duly authorized representative, to indicate administrative approval of the payment. One tissue carbon copy will be removed for the files of the Division of Land Acquisition. One carbon copy will be retained by the Division of Land Acquisition and after notice of payment has been received, it will be returned through the Regional Office to the Project Office. The voucher will then be transmitted to the Budget and Accounts Officer, (BAE), Washington.

3 h II A If, in the examination of the voucher in the Division of Land Acquisition, discrepancies are noted for which it is felt Administrative Deductions should be made, these items will be listed and the amount of the recommended deductions will be entered in the space entitled "Differences" on the face of the voucher. The total of the recommended deductions will not, however, be entered. The Leader of the Division of Land Acquisition, or his duly authorized representative, instead of placing his initials on the left-hand side of the signature of the Project Manager, or his duly authorized representative, will place his initials in the space entitled "Signature or initials". In such cases, the Division of Land Acquisition will transmit the voucher to the Budget and Accounts Officer with a short transmittal letter which will set forth detailed information regarding recommended deductions. Copies of this letter will be transmitted to the Regional Director and the Project Manager.

III The Budget and Accounts Officer will then take the necessary action to provide for approval and payment of the voucher.

3 i In those cases in which the Project Manager has discovered items in the abstracter's bill which he feels should not be paid, for which the abstracter has refused to submit a corrected bill (See paragraphs 3gIA and 3hIA above), the Project Manager will prepare the voucher in the full amount but will not sign the voucher.

I The Project Manager will prepare a short transmittal letter addressed to the Leader of the Division of Land Acquisition, in which he certifies that the abstracts and continuations included in the voucher have been delivered; that the services have been performed; and that payment should be made in the amount set forth in the voucher except for those items to which he objects. The objectionable items will then be listed and explained in detail. Copies of this letter will be attached to all copies of the voucher including that copy which is to be transmitted to the abstracter.

II The Project Manager will then transmit the original, two carbon copies and one tissue carbon copy of the voucher, with the transmittal letter and copies thereof attached, to the Division of Land Acquisition, (BAE), Washington. One tissue carbon copy will be retained for the Project files and tissue carbon copies will be sent to the Regional Director and to the abstracter.

3 i III The voucher and the Project Manager's letter relative to the objectionable items will be examined in the Division of Land Acquisition and recommended deductions will be inserted on the face of the voucher. The Leader of the Division of Land Acquisition, or his duly authorized representative, will then sign the voucher and place his initials in the space entitled "Signature or initials" to indicate administrative approval of the payment of the voucher subject to the recommended deductions. The voucher will then be transmitted to the Budget and Accounts Officer, (BAE), Washington.

IV The Budget and Accounts Officer will then take the necessary action to provide for approval and payment of the voucher.

j In all cases in which the Budget and Accounts Officer has forwarded for approval or payment vouchers containing Administrative Deductions, and in all cases in which Pre-Audit Differences have been noted by the General Accounting Office, the Budget and Accounts Officer will notify the Division of Land Acquisition thereof by transmitting to the Division of Land Acquisition a carbon copy of the voucher containing Administrative Deductions or a carbon copy of the Pre-Audit Difference Statement.

I The Division of Land Acquisition will transmit a copy of the voucher containing Administrative Deductions or a copy of the Pre-Audit Difference Statement to the Regional Office in order that the necessary record thereof may be made and in order that these forms may be forwarded to the Project Manager for proper action thereon.

k Inasmuch as vouchers will be scheduled for payment by both the Budget and Accounts Officer, (BAE), Washington, and by Regional Accountants, and since these vouchers will be scheduled to both the Disbursing Officer of the Treasury Department in Washington and to the Regional Disbursing Officers of the Treasury Department, it may be difficult to determine the exact status of each voucher and the exact date on which Treasurer's checks are transmitted to abstracters. Until it is possible to obtain this information in a routine manner, the information may be obtained on individual cases by addressing inquiries to the Division of Land Acquisition, (BAE), Washington.

LU-LA-6 (Supplement 1)

April 2, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

OPTION ACCEPTANCE AND ABSTRACT PROCUREMENT AND PAYMENT

The following instructions, relative to the method of ordering abstract services, are issued to supersede paragraphs 2 a VI, A and B, of Instruction LU-LA-6:

2 a VI In preparing Form LU-LA-19 "Order for Abstract Services", the space entitled "Date" will be left blank. The complete legal description of the tract will be inserted in the space provided for that purpose, unless the description is too long for the space provided, in which case the description will be placed on the reverse side of the form or on a separate sheet or tract map to be attached to the form. Where the description is placed on the reverse side of the form or on a separate sheet or tract map, proper reference thereto should be made on the face of the form. The order will be signed by the Regional Director, the Project Manager, or their duly authorized representative. In the space entitled "For Use of Project Office", an estimate of the cost of the services ordered, (1) or (2), will be inserted. This by necessity will have to be an estimate, but it should be possible to make a fairly definite estimate by referring to Form LU-LA-2 "Tract Ownership Data". It will also be necessary to insert an estimate of the cost of the final continuation (4) in every case, including in this figure an estimated cost for intermediate continuations (3) and post-final continuations (5) whenever the need for ordering such services can be anticipated. This matter should be handled as accurately as possible, inasmuch as the encumbrance for all of the abstract services for each tract will be based thereon. It will be possible to make funds available for the payment of services which exceed the amount originally estimated, but it is desirable that the original estimates be made on a liberal enough basis that such action will not be necessary.

VII An original and four carbon copies of Form LU-LA-19 will be prepared. As noted on the form, the estimated cost of the abstract services must not be inserted on the original since it is not desirable for the abstracter to receive this information. The copies of the form will be distributed as follows:

A The original will be transmitted to the abstracter after the funds have been properly encumbered.

B Carbon copy to be retained by Budgets and Accounts Office or Regional Accounting Office.

2 a VII C Carbon copy for the files of the Division of Land Acquisition, (BAE), Washington.

D Carbon copy for the files of the Regional Office.

E Carbon copy to be retained by Project Office when the original is transmitted to the abstracter.

VIII It will be necessary that funds be properly encumbered before orders for abstract services are transmitted to abstracters.

A In those regions in which a Regional Accountant has been appointed by the Budget and Accounts Officer, (BAE), Washington, the original and four carbon copies of the order will be transmitted to the Regional Director. The Regional Director will make the necessary record thereof and will transmit all copies to the Regional Accounting Office. After the funds have been properly encumbered, the Regional Accounting Office will give notice thereof by stamping the original and all copies "Funds Encumbered" and by inserting the appropriation symbol and the accounting symbol in the space entitled "For Use of Budget and Accounts Office (or Regional Accounting Office)"; will retain one carbon copy of the order; and will return the original and three carbon copies to the Project Office. The Project Manager will insert the current date and will transmit the original order to the abstracter. Carbon copies will be transmitted to the Division of Land Acquisition, (BAE), Washington, and to the Regional Director. One carbon copy will be retained in the files of the Project Office.

B In those regions in which a Regional Accountant has not been appointed by the Budget and Accounts Officer, (BAE), Washington, the original and four carbon copies of the order will be transmitted to the Division of Land Acquisition, (BAE), Washington. The Division of Land Acquisition will make the necessary record thereof and will transmit all copies to the Budget and Accounts Officer. After the funds have been properly encumbered, the Budget and Accounts Officer will give notice thereof by stamping the original and all copies "Funds Encumbered" and by inserting the appropriation symbol and accounting symbol in the space entitled "For Use of Budget and Accounts Office (or Regional Accounting Office)"; will retain one carbon copy of the order; and will return the original and three carbon copies to the Division of Land Acquisition. The Division of Land Acquisition will return the original and three carbon copies to the Project Office. The Project Manager will insert the current date and will transmit the original order to the abstracter. Carbon copies will be transmitted to the Division of Land Acquisition, (BAE), Washington, and to the Regional Director. One carbon copy will be retained in the files of the Project Office.

Effective immediately, Form LU-LA-19 will be used in placing all orders for abstract services and the instructions contained in this Supplement will be followed. In those cases in which orders for abstract services, under Title III of the Bankhead-Jones Farm Tenant Act, have heretofore been transmitted to abstracters, the Regional Director will promptly submit a complete report thereof to the Division of Land Acquisition, (BAE), Washington, attaching two (2) true copies of all orders so placed. This report must also list the estimated cost for abstract services, which estimated cost will be determined in the manner set forth in this Supplement.

All recipients of this Supplement will make the necessary notations in the margins of Instruction LU-LA-6 to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
Acting in Charge,
Division of Land Acquisition.

September 9, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

OPTION ACCEPTANCE AND ABSTRACT PROCUREMENT AND PAYMENT

The following instructions, relative to ordering and reporting abstract services performed by land acquisition personnel or by WAE appointees rather than under abstract contracts, are added to Instruction LU-LA-6:

The following is added as Paragraph 2 a IX:

2 a IX In those projects in which a comparatively small amount of abstracting work is to be done, particularly on coterminous projects, it may be desirable to have the necessary abstract work performed by land acquisition personnel of the Regional or Project staffs or by WAE appointees. Where this is done, reference should be made to the manual entitled "Preparation of Abstracts of Title" dated June 1, 1937 which was issued by the Solicitor for the guidance of the Administrative Bureaus of the Department of Agriculture.

A Where abstract services are to be performed by land acquisition personnel or by WAE appointees, orders should be transmitted to the individuals who are to perform the services on Form LU-LA-19. That portion of Form LU-LA-19 which applies exclusively to orders placed under abstract contracts, including the two spaces at the bottom of the form relating to encumbrance of funds, may be deleted or disregarded. Copies of the orders will be prepared and distributed as set forth in Paragraph 2 a VII of Instruction LU-LA-6 (Supplement 1) except the copy for the Budget and Accounts Office or the Regional Accounting Office.

The following is added as Paragraph 2 d I:

2 d I In those instances in which abstract services are performed by land acquisition personnel of the Regional or Project staffs or by WAE appointees, the Project Manager will, upon the completion of Preliminary, Intermediate or Final abstract services, include such items in his weekly report on Form LU-LA-10 "Weekly Tract Report".

All recipients of this Supplement will make the necessary notations in the margins of Instruction LU-LA-6 and Instruction LU-LA-6 (Supplement 1) to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
In Charge,
Division of Land Acquisition.

LU-LA-7

August 20, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

TITLE CLEARANCE

1 PURPOSE

This Instruction is issued for the purpose of setting forth the procedure to be followed in the examination of titles and the procurement of that curative material necessary to vest satisfactory title in the United States on land to be acquired under Title III of the Bankhead-Jones Farm Tenant Act.

2 PRELIMINARY EXAMINATION OF TITLE

a After the abstract of title has been received by the Project Office and the necessary action has been taken to provide payment to the abstracter (See Instruction LU-LA-6, Paragraph 3), the Project Manager will immediately transmit the abstract to the Regional Title Attorney of the Solicitor's Office for preliminary examination. No title examination of the abstract or other title papers should be made by the Project Office prior to the submission thereof to the Regional Title Attorney.

I A list of the Solicitor's Field Offices, the areas served by each office and the attorney in charge of each office is incorporated in Instruction LU-LA-5. Notices of any changes therein will be given by Supplements to or Revisions of that Instruction.

II The abstract of title with a copy of the land purchase contract (See Instruction LU-LA-3, Paragraph 8 a V B), a certified tract map, copies of authorities for signatures (where necessary), copies of consents to option by mortgagee or lienor (where obtained), and any other material relating to the title to be examined which may be required by the Regional Title Attorney will be submitted to the Regional Title Attorney. These documents will be attached to and remain with the abstract. The abstract will be accompanied by a letter of transmittal to the Regional Title Attorney.

III The letter transmitting these documents and all future transmittal letters to the Regional Title Attorney should contain, in the upper left-hand corner, a reference to the vendor's name, the tract number, the project symbol, the State in which the land is located, the Bureau designation, and the acreage. For example:

Doe, John L., Tract 1068
LU-TX-38-21, Texas
B.A.E., 640.13 acres

2 a IV Copies of all transmittal letters will be sent to the Division of Land Acquisition, (BAE), Washington and to the Regional Office.

b The Regional Title Attorney will examine the abstract and all papers relating to the land purchase transaction and will prepare an opinion thereon, setting forth the curative material which must be obtained to place the vendor's title in acceptable condition. He will also prepare drafts of affidavits, quitclaim deeds and other legal documents to be obtained as curative material, and draft of the Warranty Deed, or other proper deed, to be executed by the vendors in conveying title to the United States. The Regional Title Attorney will transmit to the Project Office the abstract, related papers, drafts of curative instruments, and draft of the deed to the United States of America and three copies thereof.

I Only the original deed will be executed by the vendor (See Paragraph 3 d below). The three (3) copies of the deed should be conforming copies of the original as executed. The deed and conforming copies thereof will ultimately be distributed as follows:

A Original to be attached to and remain with abstract.

B Copy to be retained by the Project Office when the title papers are resubmitted to the Regional Title Attorney (See Paragraph 4 a below).

C Copy to be retained by the Regional Title Attorney when the title papers are transmitted to the Solicitor's Office in Washington (See Paragraph 4 b below).

D Copy to be retained by the Solicitor's Office when the title papers are transmitted to the Division of Land Acquisition, (BAE), Washington (See Paragraph 5 b below).

II The Regional Title Attorney will furnish an original and two carbon copies of his opinions. The Project Manager will forward a copy of each opinion he receives to the Division of Land Acquisition, (BAE), Washington and to the Regional Office.

3 CURATIVE ACTION

The curative material requested by the Regional Title Attorney will be procured and the curative action set forth below will be taken, by the Project Office, in the following chronological order:

a Legal defects, other than those which may be eliminated by the payment of money, must be removed by the procurement of quitclaim deeds, affidavits, disclaimers, or other instruments required by the Regional Title Attorney. Every effort should also be made to eliminate excep-

3 a tions in the chain of title, such as oil and gas leases, right-of-way easements, timber leases, etc., even though it would be possible to waive such outstanding interests through the use of departmental consents and even though they may be recited as exceptions in the land purchase contract. It frequently develops that, subsequent to the negotiations for the option, exceptions appearing therein can be eliminated. This matter is important because of the desirability of getting as clear a title as possible.

I The curative material may be recorded at the time that it is obtained if the vendor is willing to pay recording fees at this stage of the transaction. Intermediate Continuations of the abstract will be obtained only upon the specific request of the Regional Title Attorney.

II The advice of the Regional Title Attorney should be requested in all cases where there is any doubt or where any questions arise as to the curative material obtained or to be obtained by the Project Office.

b Consideration must next be given to Section 355, Revised Statutes (5 Stat. 466; 40 U.S.C.A. 255), which provides, in part, that "No public money shall be expended upon any site or land purchased by the United States for the purpose of erecting thereon any Armory, Arsenal, Fort, Fortification, Navy Yard, Customhouse, Lighthouse, or other Public Building, of any kind whatever, until the written opinion of the Attorney General shall be had in favor of the validity of the title ....".

I It has been determined that "other public building, of any kind whatever" would seem to imply "buildings of a kind similar to those expressly enumerated."

II The following constructions of a permanent character shall be considered "public buildings", under the purview of Section 355, for purposes of title clearance:

Administration Buildings	Blacksmith Shops
Construction Camp Barracks	Barns
Garages	Lookout Towers

III The determination as to whether the following constructions shall be considered "public buildings", under the purview of Section 355, for purposes of title clearance will depend upon the nature of each individual structure:

Recreation Buildings	Shelters
Lodges	Bathhouses
Dwellings	Latrines
Cabins	Boathouses

3 b IV The following development and constructions are not to be considered "public buildings", under the purview of Section 355, for the purposes of title clearance:

- Roads
- Trails
- Bridges
- Fences
- Public Camp and Picnic Facilities, (such as
  - Tables
  - Benches
  - Fireplaces
  - Playground Equipment
  - Tennis Courts
  - Swimming Pools
  - Bandstands
  - Docks
  - Diving Towers)
- Erosion Control Structures, (such as
  - Impounding and Check Dams
  - Terracing
  - Catch Basins
  - Diversion Ditches
  - Dams)
- Water and Sewage Systems
- Power and Telephone Lines
- Forest Improvements, (such as
  - Fire Hazard Reductions
  - Nurseries
  - Tree Planting
  - Seeding)
- Wild Life Conservation
- Game Farms
- Food and Cover Planting
- Stream Improvements, (such as Conservation Dams)
- Temporary Use Structures

V In determining the effect of Section 355, Revised Statutes, in each case, consideration should be given only to construction and development job plans finally approved under existing procedure. The necessary instructions will be issued at a later date to provide for those cases in which job plans, providing for the erection of "public buildings", are approved after titles to the tracts involved have been acquired.

A If the approved job plan comes under Paragraph 3 b or 3 b II above, a statement will be prepared and signed by the Regional Director (or by the Project Manager if this authority has been delegated to him in writing by the Regional Director) that "A public building, under the purview of Section 355, Revised Statutes, is to be erected on this tract." As Form LU-LA-15 (See Paragraph 3 b V C) is to be used only in those instances when a public building, under the purview of Section 355, Revised Statutes, is not to be erected on the land being acquired, the use of Form LU-LA-15 for the statement required in this paragraph is not authorized.

B If the approved job plan comes under Paragraph 3 b III above, a statement will be prepared and signed by the Regional Director (or by the Project Manager if this authority has been delegated to him in writing by the Regional Director) which sets forth the approved construction and development work.

3 b V B This statement should be as detailed as possible in order that the Solicitor's Office in Washington may make a determination as to the effect of Section 355, Revised Statutes, on each individual case in this category which is submitted to that office for consideration of title.

C If the approved job plan comes under Paragraph 3 b IV above, Form LU-LA-15 "Certificate Relative to Section 355, Revised Statutes" (Exhibit "A" attached) will be prepared and signed by the Regional Director (or by the Project Manager if this authority has been delegated to him in writing by the Regional Director).

D The statements and form mentioned in the three (3) preceding paragraphs will be prepared in quintuplicate and marked for the following distribution:

(1) Original to be attached to and remain with abstract.

(2) Copy to be retained by the Solicitor's Office when the title papers are transmitted to the Division of Land Acquisition (See Paragraph 5 b below).

(3) Copy to be transmitted immediately to the Division of Land Acquisition, (BAE), Washington.

(4) Copy to be retained by the Project Office.

(5) Copy to be transmitted to the files of the Regional Office.

c The necessary departmental consents will be prepared. In those instances in which it is necessary to furnish consents to more than one reservation or exception, separate forms will be prepared. Acceptance of options containing reservations and exceptions is considered by the Solicitor as indicating consent thereto. It will therefore be necessary to prepare departmental consents only in those instances which are indicated below:

I Form LU-LA-28 "Statement of Consent to Reservation" (Exhibit "B" attached) will be prepared to cover reservations in all cases which must be examined by the Department of Justice (See Paragraphs 3 b and 3 b II above) or may have to be examined by the Department of Justice (See Paragraph 3 b III above).

II Form LU-LA-29 "Statement of Consent to Exception (Rights Outstanding in Third Parties) Contained in the Chain of Title" (Exhibit "C" attached) must be prepared to cover exceptions which are not recited in the option, if such exceptions definitely cannot be eliminated by the procurement of curative

3 c II material. It will also be necessary to prepare departmental consents covering exceptions recited in options in all cases which must be examined by the Department of Justice (See Paragraphs 3 b and 3 b II above) or may have to be examined by the Department of Justice (See Paragraph 3 b III above).

III Departmental consents will be prepared in quintuplicate; will be signed by the Project Manager and transmitted to the Regional Office. The Regional Director will sign the consents; retain one copy; and return the original and three (3) copies to the Project Office for the following distribution:

A Original to be attached to and remain with abstract when case is permanently filed.

B Copy to be attached to and remain with abstract until payment has been made and case is submitted for final approval. Copy will then be detached by approving office (Regional Title Attorney's Office or Department of Justice).

C Copy to be transmitted immediately to the Division of Land Acquisition, (BAE), Washington.

D Copy to be retained by the Project Office.

d After the requirements stated in Paragraphs 3 a, 3 b and 3 c above have been fully performed, the deed to the United States of America, which was prepared by the Regional Title Attorney, will be executed by the vendor.

I The necessary documentary revenue stamps will be obtained by the vendor and affixed to the deed.

II The date appearing on the deed should be the actual date of its execution and acknowledgment. The deed should be delivered to the Project Manager, or his duly authorized representative, as soon thereafter as possible.

III <u>The deed will not, however, be recorded at this time.</u>

IV In those instances in which the vendor is a Federal Land Bank, Insurance Company or corporation of a similar nature and is by law, charter, by-law or established policy, unable to deliver a deed to the United States prior to the tender of the purchase money, the vendor must execute the deed, upon the request of the Project Manager, and deliver it to a custodian, acceptable to all parties concerned. The Project Manager should thereafter procure the necessary certified copies of the Deed and Escrow Agreement upon which title examination will be based (See Instruction LU-LA-3, Revised, Paragraph 5 b IX).

3 e Immediately after delivery and acceptance of the deed, the necessary action should be taken to notify the proper county tax officials, such as County Tax Collector, Chairman of County Board of Assessors, etc., of the conveyance. This will be done by transmitting Form LU-LA-13 "Notice to County Tax Official" (Exhibit "D" attached) to all proper officials of the county in which the land is located.

I The purpose of giving this notice is to stay the running of any taxes which have not yet become a lien against the land.

II This notice to the county tax officials will not, however, stay the running of interest and penalties on taxes which are already a lien against the land.

III Form LU-LA-13 will be prepared in triplicate for the following distribution:

A Original to be transmitted to the proper county tax official.

B Copy to be attached to and remain with abstract.

C Copy to be retained by the Project Office.

4 APPROVAL OF TITLE BY REGIONAL TITLE ATTORNEY

a When the necessary curative material has been procured and the curative action set forth above has been taken, the Project Manager will transmit the following papers to the Regional Title Attorney for examination and his final approval:

Abstract
All curative instruments and related title papers
Original of the deed to the United States and two conforming copies thereof
Original statement or form relative to Section 355, Revised Statutes, and one copy thereof
Original departmental consents (where necessary), approved by the Project Manager and Regional Director, and one copy thereof
Copy of Form LU-LA-13 "Notice to County Tax Official".

I Copies of the transmittal letter will be sent to the Division of Land Acquisition, (BAE), Washington and to the Regional Office.

b The Regional Title Attorney will examine the title papers submitted for the purpose of determining that a satisfactory title is vested in the United States of America, subject only (1) to the payment of the purchase price, (2) to encumbrances which may be eliminated by the payment of money, and (3) to approved reservations and exceptions. When satisfied that title is so vested, he will prepare an opinion

4 b addressed to the Solicitor's Office in Washington, and transmit the abstract and title papers therewith.

I The Regional Title Attorney will prepare three (3) extra copies of his opinion addressed to the Solicitor and distribute the copies as follows:

Project Office
Regional Office
Division of Land Acquisition, (BAE), Washington.

5 APPROVAL OF TITLE IN WASHINGTON

a When the title papers are received by the Solicitor's Office in Washington, the Solicitor's Office will refer to the statement or form relative to Section 355, Revised Statutes.

I In those instances in which the Solicitor's Office determines, from the statement attached to the abstract, that the construction and development work does not come under the purview of Section 355, Revised Statutes (See Paragraph 3 b V B above) and in those instances in which the certification has been made on Form LU-LA-13 that the tract is not being purchased for the purpose of erecting thereon a public building (See Paragraph 3 b V C above), the Solicitor's Office will prepare a title opinion, finding title to be vested in the United States of America, except for the objections set forth.

II In those instances in which the statement attached to the abstract recites "A public building under the purview of Section 355, Revised Statutes, is to be erected on the tract" (See Paragraph 3 b V A above) and in those instances in which the Solicitor's Office determines, from the detailed statement attached to the abstract, that the construction and development work comes under the purview of Section 355, Revised Statutes, (See Paragraph 3 b V B above), the title papers will be transmitted by the Solicitor to the Department of Justice for an opinion. The opinion of the Department of Justice will be transmitted directly to the Solicitor's Office for consideration.

b The Solicitor's Office will transmit to the Division of Land Acquisition, (BAE), Washington the following papers:

Abstract
All curative instruments and related title papers
Original deed to the United States
Original statement or form relative to Section 355, Revised Statutes
Original departmental consents (where necessary), approved by the Project Manager and Regional Director, and copy thereof

5 b Copy of Form LU-LA-13 "Notice to County Tax Official"
Original and three copies of the Solicitor's title opinion and original and three copies of the title opinion of the Department of Justice, if any.

I The Division of Land Acquisition, (BAE), Washington will distribute three (3) copies of each title opinion as follows:

Regional Office
Project Office
Files of the Division of Land Acquisition.

6 CLOSING INSTRUCTIONS

a The Division of Land Acquisition will review the title opinion, title papers and other documents (See Paragraph 5 b above); will give consideration to departmental consents involved; will prepare a letter to the Project Manager, setting forth in detail the action to be taken in connection with the closing of the acquisition; and will transmit the abstract, related title papers, deed to the United States, the Solicitor's original title opinion, and the original title opinion of the Department of Justice, if any.

b The detailed procedure to be followed in making payment for the land and in closing the land purchase transactions will be set forth in a separate Instruction to be issued in the near future.

Signed:

James M. Gray

James M. Gray,
In Charge,
Division of Land Acquisition.

Form LU-LA-15
8-20-38

EXHIBIT "A"

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

CERTIFICATE RELATIVE TO SECTION 355, REVISED STATUTES

Project Symbol _____

Tract Number _____ Date _____

This is to certify that the above-identified tract of land, more particularly described as _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

which is being acquired pursuant to Subsection (a), Section 32, Title III of the Bankhead-Jones Farm Tenant Act, is not being purchased for the purpose of erecting thereon any armory, arsenal, fort, fortification, navy-yard, custom-house, light-house, or other public building, of any kind whatever.

_____
(Signature)

_____
(Title)

Form LU-LA-28
7-14-38

EXHIBIT "B"

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

STATEMENT OF CONSENT TO RESERVATION

Date _____

Project Symbol No. _____ Tract No. _____

Vendor(s) _____ Date of Option _____

In the opinion of the undersigned, the reservation contained in the above described option has been adequately considered in the appraisal value of the tract and will not adversely affect the proper development and future administration of the land after the land has been acquired by the United States. This Statement of Consent constitutes administrative approval of the acquisition of this tract subject to the following reservation, for the reasons set forth below.

Description of Reservation:

Reasons:

Signed:

_____
Project Manager

Approved:

_____
Leader, Division of Land Acquisition

_____
Regional Director

Form LU-LA-29
7-14-38

EXHIBIT "C"

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

STATEMENT OF CONSENT TO EXCEPTION (RIGHTS OUTSTANDING IN THIRD PARTIES) CONTAINED IN THE CHAIN OF TITLE

Date _____

Project Symbol No. _____ Tract No. _____

Vendor(s) _____ Date of Option _____

In the opinion of the undersigned, the exception contained in the chain(s) of title of the above described tract will not adversely affect the proper development and future administration of the land after the land has been acquired by the United States. This Statement of Consent constitutes administrative approval of the acquisition of this tract subject to the following exception, for the reasons set forth below.

Description of Exception:

Reasons:

Signed:

_____
Project Manager

Approved:

_____
Leader, Division of Land Acquisition

_____
Regional Director

Form LU-LA-13
8-20-38

EXHIBIT "D"

Project Symbol _____

Tract Number _____

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

NOTICE TO COUNTY TAX OFFICIAL

TO: _____
(Name and Title)

_____
(County)

_____
(Address)

Date of Notice _____

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of an Option dated _____, 19 ___, accepted for and on behalf of the United States of America on _____, 19 ___, the following (parties) (party): _____

_____

did execute a _____ Deed, dated _____, 19 _____, conveying the following described lands to the United States of America:

_____

_____

_____

_____

which deed was delivered to a duly authorized representative of the United States of America on _____, 19 _____. The land described herein was acquired pursuant to Subsection (a), Section 32, Title III of the Bankhead-Jones Farm Tenant Act (50 Stat. 522), and is non-assessable from date of delivery of said deed to the United States.

_____
(Signature)

_____
(Title)

LU-LA-7 (Supplement 1)

September 15, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

TITLE CLEARANCE

The following instructions, regarding the preparation and signature of statements and certificates relative to Section 355, Revised Statutes, are added to Paragraph 3 b V of Instruction LU-LA-7:

3 b V E In those instances in which the Regional Director, pursuant to the provisions of Paragraph 6 c of Instruction LU-9, delegates to the Project Manager in writing the authority to prepare and sign certificates (Form LU-LA-15) and statements relative to Section 355, Revised Statutes, which are mentioned in Paragraphs 3 b V A, B, and C above, two (2) carbon copies of the written delegation of authority will be transmitted by the Regional Director to the Division of Land Acquisition, (BAE), Washington for reference purposes in reviewing cases received from the Solicitor's Office.

All recipients of this Supplement will make the necessary notation in the margin of Instruction LU-LA-7 to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
In Charge,
Division of Land Acquisition.

LU-LA-7 (Supplement 2)

October 15, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

TITLE CLEARANCE

Paragraph 3 b V C of Instruction LU-LA-7 is revised to read as follows:

3 b V C If the approved job plan comes under Paragraph 3 b IV above, or if no construction or development job plan has been finally approved under existing procedure, Form LU-LA-15 "Certificate Relative to Section 355, Revised Statutes" (Exhibit "A" attached) will be prepared and signed by the Regional Director (or by the Project Manager if this authority has been delegated to him in writing by the Regional Director).

All recipients of this Supplement will make the necessary notation in the margin of Instruction LU-LA-7 to insure proper reference being made to this Supplement.

Signed:

James M. Gray

James M. Gray,
In Charge,
Division of Land Acquisition.

FORM LU-LA-8
2-14-38
CONTRACT TRANSMITTAL NOTICE

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
Division of Land Acquisition

Your offer to sell land has been approved and accepted for and on behalf of the United States of America. The attached copy of the option contract constitutes official notification thereof. Considering the importance of this document as your evidence of the contract, it is suggested that you retain it in a safe place for future reference.

x x

IMPORTANT

NOTICE

x x

LU-LA-9

August 5, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

ACQUISITION OF LAND BY JUDICIAL PROCESS

1 PURPOSE

This Instruction is issued to set forth the policy and procedure to be followed in the acquisition of land by Condemnation without Declaration of Taking (Straight Condemnation), Condemnation with Declaration of Taking, and Specific Performance.

2 STRAIGHT CONDEMNATION RESULTING FROM REFUSAL OF ANY OWNERS TO SIGN OPTIONS OR INABILITY TO LOCATE ANY OWNERS

a The general policy relative to such cases is set forth in Instruction LU-PO-1, paragraph 12 e I.

b In those instances in which any owners refuse to sign an option or are unavailable, but it has been determined to be in the best interests of the Government to acquire their land through condemnation proceedings, the Project Manager will submit to the Regional Director a complete option assembly (minus the option) and a detailed statement of the facts which formed the basis for the conclusion that the tract in question is absolutely essential to the success of the project.

I In those instances in which an option has been signed by one or more, but not all of the parties in interest, the option will be retained in the files of the Project Office as possible evidence in the proposed condemnation action.

c The Regional Director will, upon approval of the material, prepare a recommendation thereon. The recommendation and assembly will be transmitted to the Division of Project Organization, (BAE), Washington.

d In the event the Division of Project Organization approves the acquisition of land by condemnation proceedings, such approval will be indicated by memorandum to the Division of Land Acquisition, transmitting therewith the assembly and recommendation of the Regional Director.

e The Division of Land Acquisition will, upon approval of the assembly, authorize the Project Office to order an Abstract of Title to be forwarded to the Regional Title Attorney.

2 f Although the regular procedure for the examination of title need not be followed in these cases, the Regional Title Attorney will examine the Abstract of Title for the preparation of a list of parties defendant and will return the Abstract of Title, together with the list of parties defendant, to the Project Office.

g The Project Manager will prepare a list of available Government witnesses and a list of the tenants in possession; will procure the addresses of all known parties defendant and certify that a reasonable search has been made to determine the addresses of unknown parties defendant.

h When the Abstract of Title, the list of available Government witnesses, and the list of parties defendant, including tenants in possession, have been received from the Project Office, the Division of Land Acquisition will prepare for the signature of the Bureau for Land Utilization, a memorandum to the Solicitor requesting that the necessary action be taken to institute condemnation proceedings.

i Simultaneously with the request to the Solicitor, the necessary action will be taken to encumber funds for the acquisition of the land.

j After condemnation proceedings have been instituted, the approval of the Division of Project Organization will be obtained in all cases involving excess awards, variations in the quantum of estate to be acquired, proposed stipulations involving changes, etc., before administrative approval is given to the Solicitor to accept such settlements.

3 STRAIGHT CONDEMNATION RESULTING FROM TITLE DIFFICULTIES WHICH ARE APPARENT UPON SUBMISSION OF OPTIONS FOR ACCEPTANCE

a In those instances in which all owners of the tract in question have signed the option, but it is apparent at the time the option assembly is ready for submission for acceptance, that condemnation proceedings will be necessary to perfect title, the Project Manager will submit to the Regional Director, a complete option assembly and a detailed statement of the facts which formed the basis for the conclusion that the tract in question is absolutely essential to the success of the project.

3 b The Regional Director will, upon approval of the material, prepare a recommendation thereon. The recommendation and option assembly will be transmitted to the Division of Land Acquisition, (BAE), Washington.

c The Division of Land Acquisition will, upon approval of the assembly, submit a copy of the Regional Director's recommendation to the Division of Project Organization, (BAE), Washington, for consideration.

d In the event the Division of Project Organization approves the acquisition of the land by condemnation proceedings, such approval will be indicated by memorandum to the Division of Land Acquisition.

e The Division of Land Acquisition will take the necessary action to encumber funds and accept the option in the usual manner.

f Upon receipt of the notice of the acceptance of the option, the Project Office will procure an Abstract of Title and submit it to the Regional Title Attorney with the statement of the factors which clearly necessitate condemnation.

g If the Regional Title Attorney concurs in the Project Manager's conclusions as to the necessity for condemnation, he will prepare a list of parties defendant and submit it to the Project Office with a request that the addresses of known parties defendant be indicated thereon and that a certification be made that a reasonable search has been made to ascertain the addresses of unknown parties defendant. The Project Manager will also prepare a list of tenants in possession and a list of available Government witnesses.

h When the list of available Government witnesses and the list of parties defendant, including tenants in possession, have been returned to the Regional Title Attorney, the title papers will be forwarded to the Solicitor in Washington with a statement of the title difficulties which make condemnation necessary.

i Upon receipt of a title opinion from the Solicitor setting forth title defects which make acquisition by direct purchase impossible, the Leader of the Division of Land Acquisition will return the title papers to the Solicitor with a request that the necessary action be taken to initiate condemnation proceedings.

3 j After condemnation proceedings have been instituted, the approval of the Division of Project Organization will be obtained in all cases involving excess awards, variations in the quantum of estate to be acquired, proposed stipulations involving changes, etc., before administrative approval is given to the Solicitor to accept such settlement.

4 STRAIGHT CONDEMNATION RESULTING FROM ACQUISITION DIFFICULTIES ENCOUNTERED AFTER OPTIONS HAVE BEEN ACCEPTED

a This classification involves those cases where, after the acceptance of the options and during the process of title examination, it becomes apparent that condemnation proceedings will be necessary to perfect title, and those cases where condemnation proceedings are necessary because of the refusal of the optionor to fulfil the terms of the land purchase contract. As a general policy, condemnation proceedings will be instituted to perfect title or to force optionors to fulfil the terms of land purchase contracts only when it can be shown that the tracts involved are essential to the success of the project.

b In such cases the Project Manager will submit to the Regional Director a detailed statement of the facts which formed the basis for the conclusion that the tract in question is essential to the success of the project.

c The Regional Director will, upon approval of the material, prepare a recommendation thereon and transmit it to the Division of Land Acquisition (BAE) Washington. (See Instruction LU-PO-1, paragraph 12 2 II).

d In those cases in which the proposed condemnation proceedings are necessitated by title difficulties prior to the receipt of a title opinion from the Solicitor, the procedure set forth in paragraph 3 f, g and h above will be followed.

e In those cases in which the proposed condemnation proceedings are necessitated by the refusal of the optionor to comply with the terms of the land purchase contract, the Regional Title Attorney will prepare a list of parties defendant, to which the Project Office will add the addresses of parties defendant, a list of available Government witnesses, and a list of the tenants in possession prior to the transmittal of the title papers and the list of parties defendant, including tenants in possession, to the Division of Land Acquisition (BAE) Washington.

4 f The title papers, the list of available Government witnesses, and the list of parties defendant will be transmitted to the Solicitor with a request that the necessary action be taken to institute condemnation proceedings.

I Requests covering cases under paragraph 4 d above will be signed by the Leader of the Division of Land Acquisition.

II Requests covering cases under paragraph 4 e above will be signed by the Assistant Chief of the Bureau for Land Utilization.

g After condemnation proceedings have been instituted, the approval of the Division of Project Organization will be obtained in all cases involving excess awards, variations in the quantum of estate to be acquired, proposed stipulations involving changes, etc., before administrative approval is given to the Solicitor to accept such settlements.

5 CONDEMNATION WITH DECLARATION OF TAKING

a Simultaneously with, or after the filing of a petition in condemnation, a Declaration of Taking may be annexed for the purpose of vesting title in the United States at the earliest possible date. Since it is impossible to withdraw from condemnation action after a Declaration of Taking has been filed and the estimated award has been deposited with the Court, it will be necessary to show, in order to justify the annexation of a Declaration of Taking (1) that the tract in question is absolutely essential to the success of the project, (2) that it is imperative that title thereto be vested in the United States immediately and (3) that there exists no local conditions or attitudes likely to give rise to excess awards.

b In such cases the request and recommendation will be routed from the Project Office through the Regional Office to the Division of Project Organization (BAE) Washington.

c In the event the Division of Project Organization approves the annexation of a Declaration of Taking, such approval will be indicated by memorandum to the Division of Land Acquisition, transmitting therewith, a copy of the recommendation of the Regional Director.

d The Division of Land Acquisition will prepare for the signature of the Assistant Chief of the Bureau for Land Utilization, a memorandum to the Solicitor requesting that the necessary action be taken to have a Declaration of Taking filed.

5 e In those instances in which it is imperative that title be vested in the United States immediately, it is not necessary to follow the usual title clearance procedure.

f After condemnation proceedings, with Declaration of Taking, have been instituted, the approval of the Division of Project Organization will be obtained in all cases involving excess awards, variations in the quantum of estate to be acquired, proposed stipulations involving changes, etc., before administrative approval is given to the Solicitor to accept such settlements.

6 SPECIFIC PERFORMANCE

a In its application to the acquisition of land, a suit for Specific Performance is one to compel a proponent who has repudiated his contract to sell land to the Government, to perform such contract pursuant to the terms thereof. Because of the highly technical nature of this type of proceeding, it is administratively undesirable to resort to suits for Specific Performance unless it can be shown that (1) tender of the purchase price was made within a reasonable length of time after the acceptance of the option and (2) condemnation proceedings will likely result in an excess award.

b Requests and recommendations for the institution of suits for Specific Performance will be routed from the Project Office through the Regional Office to the Division of Land Acquisition (BAE) Washington.

c The Division of Land Acquisition will prepare for the signature of the Assistant Chief of the Bureau for Land Utilization, a memorandum to the Solicitor requesting that the necessary action be taken to initiate a suit for Specific Performance.

George E. Fuller

George E. Fuller
Acting in Charge,
Division of Land Acquisition.

Form LU-LA-9
2-28-38

UNITED STATES DEPARTMENT OF AGRICULTURE
Bureau of Agricultural Economics
Division of Land Acquisition

REGISTER OF TRACT NUMBERS ASSIGNED

Project Symbol No. _____

Project Name _____ Week Ending _____

Tract Number	Owner's Name (Where Available)	Former Tract Number (Where Available)

Signed _____

Date Prepared _____ Title _____

Form LU-LA-9
2-28-38

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF AGRICULTURAL ECONOMICS

DIVISION OF LAND ACQUISITION

REGISTER OF TRACT NUMBERS ASSIGNED

Project symbol No. .....

Project name ..... Week ending .....

Tract No.	Owner's name (Where available)	Former Tract No. (Where available)

Signed .....

Date prepared ..... Title .....

U. S. GOVERNMENT PRINTING OFFICE 8—11654

LU-LA-10

October 14, 1938

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

CONTRACTING FOR PURCHASE OF LAND AT PUBLIC SALE

1 PURPOSE

This Instruction is issued for the purpose of setting forth the procedure to be followed in contracting for the purchase of land in those instances in which Rural Credit Boards, States, Counties, and other political subdivisions are required by existing law to dispose of real property or interests therein at public sale. This Instruction will also be followed in those instances in which real property or interests therein, under the control of administrators, executors, guardians, trustees, etc., must, under the provisions of court orders, trust instruments, wills, etc., be disposed of at public sale.

a This Instruction will not, however, apply in those instances in which a valid land purchase contract has been entered into prior to the vendor's death, insanity, bankruptcy, etc. In such cases, the acquisitions will be completed under the existing contracts, unless state laws do not permit such action.

2 PRELIMINARY ACTION

In those instances in which it is necessary to contract for the purchase of land at public sale, the Project Office will prepare the tract ownership data, conduct surveys (where necessary), and make appraisals in the manner set forth in Instruction LU-LA-3 (Revised).

3 PREPARATION AND SUBMISSION OF OFFERS

Offers will then be prepared on Form LU-LA-20 "Offer by the United States of America for the Purchase of Lands". The assemblies will be prepared in the manner set forth in Instruction LU-LA-3 (Revised), except as provided below.

a When sealed bids must be tendered:

I Form LU-LA-20 will be prepared in full, except:

Space showing number of days within which offer must be accepted (to be left blank due to necessity of determining available appropriations)
Date of Offer
Signature of Offeror's Representative
Name of Vendor (on page 4)
Date of Acceptance
Signature of Vendor.

3 a II The assemblies will be submitted in the manner set forth in Instruction LU-LA-3 (Revised). Any available information as to the last date upon which sealed bids may be submitted and the date that action will be taken on the bids should be included in the transmittal letters.

III Upon receipt of the assemblies by the Division of Land Acquisition in Washington, they will be reviewed, the necessary action will be taken to encumber funds thereon, the number of days within which the offers must be accepted will be inserted, and the offers will be signed by the Leader of the Division of Land Acquisition and dated.

IV The original and two signed copies of the offer will be transmitted to the Project Office and a copy of the transmittal letter will be sent to the Regional Office. The remaining copies of the offer will be retained by the Division of Land Acquisition in Washington.

V The offers, in the nature of sealed bids, will then be submitted to the proper party by the Project Manager or his duly authorized representative.

b When bids <u>may</u> be made at public auction:

I Form LU-LA-20 will be prepared in full, except:

Purchase Price
Space showing number of days within which offer must be accepted (to be left blank due to necessity of determining available appropriations)
Date of Offer
Signature of Offeror's Representative
Name of Vendor (on page 4)
Date of Acceptance
Signature of Vendor.

II The assemblies will be submitted in the manner set forth in Instruction LU-LA-3 (Revised). The transmittal letter should state the name of the employee who is to attend the sale and make the bid for the Government; should request that authority be delegated to that individual to make the bid and execute the offer by and for the Secretary of Agriculture; and should contain any available information as to the date upon which the sale is to be held.

3 b III Upon receipt of the assemblies by the Division of Land Acquisition in Washington, they will be reviewed, the necessary action will be taken to encumber funds thereon, the number of days within which the offers must be accepted will be inserted, and the necessary authorization will be obtained from the Chief or Acting Chief of the Bureau for the designated employee to attend the sale, make the bid, and execute the offer by and for the Secretary of Agriculture. This authorization will provide that the designated employee may bid up to, but not beyond a specified amount at the auction sale.

IV The original and two signed copies of the offer will be transmitted to the Project Office and a copy of the transmittal letter will be sent to the Regional Office. The remaining copies of the offer will be retained by the Division of Land Acquisition in Washington.

V The authorized bidder will attend the sale, make the necessary bid or bids for the Government, and execute the offer by and for the Secretary of Agriculture by inserting the amount of the successful bid in the space provided for the purchase price, by dating the offer, and by signing his own name and title. All of these acts must be in accordance with the terms of the delegation of authority. The offers will then be delivered to the proper authority by the authorized bidder.

4 FORMAL ACCEPTANCE OF OFFERS

As provided in the offer, it will be necessary for the vendor (offeree) to properly execute the original and two copies thereof, retain one copy, and mail the original and remaining copy to the United States Department of Agriculture, Bureau of Agricultural Economics, Division of Land Acquisition, Washington, D. C. Since Form LU-LA-20 provides that the acceptance of the offer shall not be effective unless the form, properly executed, is received within a specified number of days from the date of the offer, the Project Office should cooperate with the offeree in any way possible to effect a prompt transmittal of the accepted offer to the Division of Land Acquisition in Washington.

5 RECEIPT OF ACCEPTED OFFERS

When the Division of Land Acquisition in Washington receives the original and signed copy of the accepted offers, the copies heretofore retained by the Division of Land Acquisition in Washington will be completed and distributed in accordance with the provisions of paragraph 1 c of Instruction LU-LA-6. Further action in completing these land purchase transactions will follow the regular land acquisition procedure.

6 PREFERRED PROCEDURE

In those instances in which land is being sold at public auction but sealed bids may be submitted, the method of bidding at public auction, set forth in paragraph 3 b above, will be followed in order that the land may be contracted for at the lowest possible price.

7 RETURN OF UNACCEPTED OFFERS

In the event that any bids are not accepted, the forms transmitted to the Project Offices, under paragraphs 3 a IV and 3 b IV above, should be returned to the Division of Land Acquisition in Washington as soon as possible thereafter in order that the necessary action may be taken to disencumber funds.

Signed:

James M. Gray

James M. Gray,
In Charge,
Division of Land Acquisition.

Form LU-LA-10
4-8-38

Sheet No. _____

UNITED STATES DEPARTMENT OF AGRICULTURE

Bureau of Agricultural Economics
Division of Land Acquisition

WEEKLY TRACT REPORT

Project Symbol No. _____ Week Ending _____

Project Name _____

Tract Number	Name of Vendor	Abstract or Certificate of Title Rec'd. from Abstracter			Checks Rec'd by Proj.Off. (Date)	Checks Del'd. (Date)
		Preliminary (Date)	Intermediate (Date)	Final (Date)		

Submitted by _____

Date Prepared _____ Title _____

LU-10 (Revision 1) (Supplement 1)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS

MEMORANDUM TO DIVISION LEADERS AND REGIONAL DIRECTORS
LAND UTILIZATION PROGRAM

Subject: Notifying regional directors of intentions to visit regions Date: July 25, 1938

Paragraph 2-b of the LU-10 (Revision 1) instruction provides that every Washington official before visiting a region should notify the regional director. It has been called to my attention that in complying with this requirement there is a tendency for Washington officials to give the regional directors only one or two days advance notice. In those cases when a Washington official will have to work closely with field officials or, because of the nature of the visit, it will be advisable to arrange for conferences and meetings, this notice will be given in sufficient time to enable the regional director to know the Washington official's intentions at least a week prior to the time he is to be in the region.

Signed:

L. C. Gray,
Assistant Chief of Bureau,
Land Utilization.

Form LU-LA-13 Project Symbol

Form LU-LA-11
(9-7-38)

UNITED STATES DEPARTMENT OF AGRICULTURE
Bureau of Agricultural Economics
Division of Land Acquisition

TRACT MAP (WITHOUT GRID)

Project Symbol No._____ Tract No._____
Name of Owner_____
Field Work by_____ Date_____
Description of Tract_____
_____

(Scale: 4 inches equals 1 mile)

CLASSES OF LAND

Crop Land_____ ☐
Pasture Land_____ ☐
Forest Land_____ ☐
*_____ ☐

(The grades of each class of land must be shown on the map proper.)
* Name of any other class of land involved.

I certify that this is an accurate map of Tract_____, based on_____, which shows this tract to contain_____acres.
_____(Name)
_____(Title)
_____(Date)

Indicate whether map is based on General Land Office Records, Actual Survey of Tract, or Deed to Vendor from Former Owner; or indicate the nature of other information used.

Form LU-LA-13 Project Symbol

0

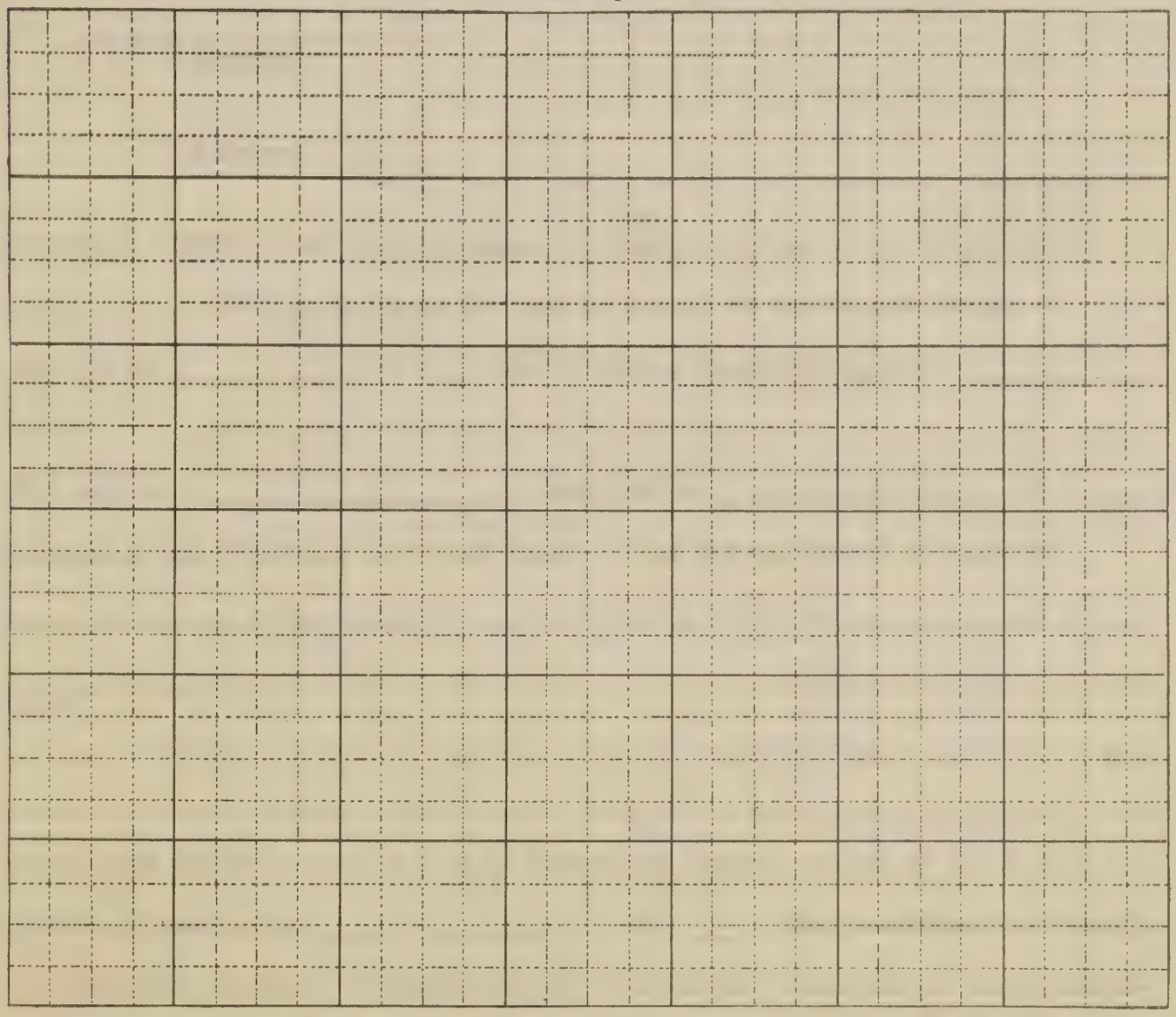
Form LU-LA-12
(9-7-38)

UNITED STATES DEPARTMENT OF AGRICULTURE
Bureau of Agricultural Economics
Division of Land Acquisition

TRACT MAP (WITH GRID)

Project Symbol No._____ Tract No._____
Name of Owner_____
Field Work by_____ Date_____
Description of Tract_____

(Scale: 4 inches equals 1 mile)



CLASSES OF LAND

Crop Land_____ ☐
Pasture Land_____ ☐
Forest Land_____ ☐
*_____ ☐

(The grades of each class of land must be shown on the map proper.)
* Name of any other class of land involved.

I certify that this is an accurate map of Tract_____, based on_____, which shows this tract to contain_____ acres.
_____(Name)
_____(Title)
_____(Date)

Indicate whether map is based on General Land Office Records, Actual Survey of Tract, or Deed to Vendor from Former Owner; or indicate the nature of other information used.

Form LU-LA-13
8-20-38

Project Symbol _____

Tract Number _____

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

NOTICE TO COUNTY TAX OFFICIAL

TO: _____
(Name and Title)

Date of Notice _____

_____
(County)

_____
(Address)

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of an Option dated _____, 19 ___, accepted for and on behalf of the United States of America on _____, 19 ___, the following (parties) (party): _____

_____

did execute a _____ Deed, dated _____, 19 ____, conveying the following described lands to the United States of America:

_____

_____

_____

_____

which deed was delivered to a duly authorized representative of the United States of America on _____, 19 _____. The land described herein was acquired pursuant to Subsection (a), Section 32, Title III of the Bankhead-Jones Farm Tenant Act (50 Stat. 522), and is non-assessable from date of delivery of said deed to the United States.

_____
(Signature)

_____
(Title)

Form LU-LA-14
9-30-38

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

Project Symbol _____
Tract Number _____
Contract Number Aae-La- _____

AGREEMENT FOR MUTUAL CANCELLATION OF CONTRACT

IT IS HEREBY MUTUALLY AGREED between _____, on _____ own behalf and on behalf of _____ heirs, executors, administrators, successors and assign (hereinafter referred to as the "Vendor") and the United States of America on its own behalf and on behalf of its assigns (hereinafter referred to as the "Government") acting by and through the Secretary of Agriculture or his duly authorized representative, that the following described contract for the purchase of land by the United States of America, entered into by the Seller and the Government, shall be and is discharged, cancelled, and rendered null, void and of no effect. The contract referred to is composed of an Option to purchase land described as follows:

in the County of _____, State of _____, given by the Seller on _____, 19____, and the acceptance thereof by the Government on _____, 19____.

The Government does hereby remise, release, and quitclaim all rights, title or interest acquired through said contract. In consideration thereof the Seller does hereby release and forever discharge the Government from any and all duties and obligations under said contract.

Signed, sealed and delivered by the parties hereto as of the _____ day of _____, 19_____.

WITNESS:

_____ _____ (SEAL)

_____ _____ (SEAL)

_____ _____ (SEAL)

_____

Secretary of Agriculture
(For and on behalf of the United States)

By _____
(Name)

_____
(Title)

Form LU-LA-15
8-20-38

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS
DIVISION OF LAND ACQUISITION

CERTIFICATE RELATIVE TO SECTION 355, REVISED STATUTES

Project Symbol _____

Tract Number _____ Date _____

This is to certify that the above-identified tract of land, more particularly described as _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

which is being acquired pursuant to Subsection (a), Section 32, Title III of the Bankhead-Jones Farm Tenant Act, is <u>not</u> being purchased for the purpose of erecting thereon any armory, arsenal, fort, fortification, navy-yard, custom-house, light-house, or other public building, of any kind whatever.

_____
(Signature)

_____
(Title)

Form LU-LA-19
4-2-38

UNITED STATES DEPARTMENT OF AGRICULTURE
Bureau of Agricultural Economics
Division of Land Acquisition

ORDER FOR ABSTRACT SERVICES

Project Symbol No._____ Date_____

Tract No._____ Abstract Order No. AO-_____

To:

The United States of America has accepted an option for the purchase of land located in_____ County, State of_____, described as follows:

_____

_____

This land was optioned by_____

In accordance with the provisions of Abstract Contract No. Aae-_____ which is now in force between yourself and the United States of America, you are requested to perform abstract services in connection with the above-described tract of land. The abstract services, indicated below, are ordered herewith. This order is placed with the understanding that you will furnish Intermediate Continuations, Final Continuation and Post-Final Continuation, if and when requested to do so by an authorized representative of the United States of America.

☐ 1 (NEW) Prepare and submit a new abstract.

☐ 2 (PRELIMINARY) There is enclosed Abstract No._____ prepared by_____ _____ which was furnished by the optionor. Prepare and submit a continuation of this abstract to date.

☐ 3 (INTERMEDIATE) There is enclosed an abstract prepared by you or upon which you have heretofore furnished a preliminary continuation. Prepare and submit a continuation of this abstract to date.

☐ 4 (FINAL) There is enclosed an abstract prepared by you or upon which you have heretofore furnished a preliminary or intermediate continuation. Prepare and submit a continuation of this abstract to date, including the recordation of the deed to the United States of America.

☐ 5 (POST-FINAL) There is enclosed an abstract prepared by you or upon which you have heretofore furnished a preliminary, intermediate or final continuation. Prepare and submit a continuation of this abstract to date.

You are requested to perform these services and transmit the material ordered, together with the documents enclosed, to the address noted below, at the earliest possible moment. The material, when transmitted, should be accompanied by a bill in duplicate, itemizing the services performed and material furnished. The bill must contain the regular certification that payment for the services has NOT been received, a copy of which certification may be obtained from the undersigned.

Attachments

_____(Name)

_____(Title)

_____(Address)

FOR USE OF PROJECT OFFICE (Leave Original Blank)		FOR USE OF BUDGET & ACCOUNTS OFFICE (Or Regional Accounting Office)
Estimated Cost (1) or (2) above	$_____	Appropriation Symbol:
Estimated Cost (3),(4),(5) above	$_____	Accounting Symbol:
TOTAL ESTIMATED COST	$_____	

Form LU-LA-20
6-28-38

Project Symbol _____

Tract No. _____

UNITED STATES DEPARTMENT OF AGRICULTURE
Bureau of Agricultural Economics

OFFER BY THE UNITED STATES OF AMERICA FOR THE PURCHASE OF LANDS
(Lump Sum)

Project Name _____

The United States of America acting by and through the Secretary of Agriculture, or his duly authorized representative, by virtue of and pursuant to Title III of the Bankhead-Jones Farm Tenant Act, approved July 22, 1937, (50 Stat. 522) hereinafter referred to as the United States, hereby offers to purchase from _____

_____,

hereinafter referred to as the "Vendor", the following described land together with all rights, hereditaments, easements, appurtenances, and improvements thereunto belonging, located in the County of _____, State of _____:

(Here insert full and complete legal description)

and the Vendor by warranty or other proper deed as may be required by the United States and as hereinafter provided agrees to convey to the United States a valid indefeasible fee simple title to said land, subject to the following reservations and exceptions:

The purchase price for said lands shall be the sum of $_____ for the tract as a whole.

To accept this offer the Vendor shall properly execute this form and mail it to the United States Department of Agriculture, Bureau of Agricultural Economics, Division of Land Acquisition, Washington, D. C. Such acceptance shall not be effective unless this form, properly executed, is received within _____ days from the date hereof.

It is agreed that all expenses for abstracts, certificates of title, surveys, and title examination shall be borne by the United States; Provided, however, that the Vendor agrees to deliver without charge to the United States any abstracts or certificates of title, surveys, or plats of said land which the Vendor may have, which shall be returned to Vendor if this purchase is not consummated; that all taxes, liens, and encumbrances shall be satisfied of record by the Vendor and if the Vendor fails to do so the United States may pay any taxes or encumbrances which are a lien against the land; that the amount of such payments shall be deducted from the purchase price of the land; that upon the request of the United States and without prior payment or tender of the purchase money the Vendor agrees to execute and deliver a good and sufficient warranty or other proper deed or deeds conveying to the United States the land herein purchased; that the Vendor agrees to pay the documentary revenue stamp tax on such deed or deeds; that the Vendor shall obtain and record such other evidences of title as may be required by the United States. Covenants of warranty in such deeds, however, may be waived where the Vendor lacks authority, or is prohibited by law or by an order or rule of court, to enter into such covenants of warranty.

The United States shall have a reasonable time after the acceptance of this offer within which to secure an abstract or certificate of title and have the same examined.

It is further agreed that such deed or deeds as may be required to convey the land from the Vendor to the United States shall be prepared by the United States and be recorded at its expense, and shall provide that the use, occupation, and operation of any rights-of-way, easements and reservations retained therein by the Vendor shall be subject to the rules and regulations prescribed by the United States for the occupation, use, protection, and administration of the project area in which the land herein described is located; and that said land and improvements shall be delivered in the same condition in which they now exist, customary use and wear excepted.

It is further agreed, in the event the United States determines that title to said land is unsatisfactory for the direct purchase thereof, condemnation proceedings, with or without declaration of taking, or other judicial proceedings, may be instituted and the Vendor hereby agrees to cooperate with the United States in the prosecution of such proceedings. The Vendor further agrees that the consideration herein set forth shall be the full amount of the award to be decreed as just, reasonable and adequate compensation for the land to be acquired and for all damages by reason of the taking of said property by such judicial proceedings. The Vendor further agrees that this "Offer by the United States of America for the Purchase of Lands" shall, without further negotiations between the parties hereto, constitute a stipulation to be filed as final and conclusive evidence of the true, full and entire valuation of said land as of the time of the taking thereof by the United States, and of the proper award to be made in said proceedings.

It is further agreed that the United States through its officers, agents, and representatives shall, from the date hereof, have the right within its discretion to patrol and police said lands and to enter at any time thereon for the purpose of planning improvements and conducting property line, topographic or soil surveys; that the United States, through its officers, agents and representatives, shall, from the date of the acceptance of this offer, have the right to enter at any time upon said lands for the purpose of clearing, plowing, planting, or constructing and maintaining such permanent or temporary structures and improvements and to do all other things necessary or desirable for, or incidental to, development of the land as a part of the project area; that in the event title to said land does not become vested in the United States, it shall have the right to enter upon and remove any or all equipment, appliances, materials, structures, fixtures, and other property whatsoever placed by it upon said land; and the Vendor hereby waives all claims for damages arising from the activity or inactivity of the United States in the exercise of any or all of said rights.

Loss of damage to the land described herein, by fire or act of God, shall be at the risk of the Vendor until title to said land, by deed or deeds to the United States, or otherwise, has been properly recorded as herein provided. In the event that such loss or damage occurs, the United States may elect, without liability, to cancel this agreement, in full or in part, or to accept title to said property, subject to an equitable adjustment of the original agreed purchase price.

In consideration of the foregoing, the United States agrees, upon acceptance of this offer by the Vendor, to acquire the land herein described, at the consideration herein set forth and in accordance with the terms of this offer. The United States further agrees that, after the execution, delivery and recordation of the aforesaid deed or deeds vesting title to said land in the United States, or completion of judicial proceedings, if required, and the approval of title by the United States and the signing of the Government voucher or vouchers therefor, final settlement shall be made by the issuance of United States Treasury check or checks.

It is further mutually agreed that no Member of or Delegate to Congress or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing herein contained, however, shall be construed to extend to any incorporated company, where such contract or agreement is made for the general public or such incorporated company (Section 3741, Revised Statutes, and Sections 114-116, Act of March 4, 1909). (However, see Public No. 381, 75th Congress, approved August 26, 1937).

Signed and Sealed this _____ of _____, 19 _____.
(day) (month) (year)

Secretary of Agriculture
(For and on behalf of the U. S.)

By _____

I, (We) _____ by virtue of and pursuant to the authority vested in me (us), a copy of which authority is attached hereto and made a part hereof, do hereby accept the above offer of the United States, according to the terms thereof.

Dated at _____, this _____ day of _____, 19 ___.

Witnesses:

_____ _____ SEAL
(Signature of Vendor)

_____ _____ SEAL
(Signature of Vendor)

Form LU-LA-21
4-8-38

LAND PURCHASE STATUS CARD

Tract No.
Project No.
Location

Vendor
Project

Acres
Dollars

Date		Date	
	OPTION RECEIVED		TITLE PAPERS TO PROJECT OFFICE
	OPTION ACCEPTED (WASH) (FIELD)		LAND PUR. ACCT. TO B. & A. OFFICE
	ABSTRACT ORDERED		CHECKS RECEIVED BY PROJ. OFFICE
	ABSTRACT RECEIVED		CHECKS DELIVERED
	ABST. TO REGIONAL TITLE ATTORNEY		APPROVED BY REG. TITLE ATTY.
	CURATIVE AND DEED REQUESTED		CLOSING PAPERS RECEIVED
	CURATIVE & DEED TO REG. TITLE ATT.		CLOSING PAPERS TO G.A.O. FOR AUDIT
	ABSTRACT TO SOLICITOR - WASH.		CLOSING PAPERS FILED
	TITLE OPINION RECEIVED		
	REMARKS:		

1. Only so much of the surface of the land shall be used or disturbed as is necessary in the bona fide prospecting, mining, drilling, or manufacturing of the minerals; but no right to so occupy, use, or disturb such land shall be recognized until the recorded owner of the reserved minerals, or persons acting under authority from the recorded owner, shall have notified the Regional Director, or other duly authorized representative, of his intention to commence such operations. All buildings, camps, equipment, and other structures shall be removed from the land within 1 year from date of completion or abandonment of the operations. Otherwise such buildings, camps, equipment, and other structures shall become the property of the United States. Upon the termination of operations, all mines and wells shall be properly and effectively sealed by the operator in a manner satisfactory to the Regional Director, or other duly authorized representative.

2. In underground operations all reasonable and usual provision shall be made for the support of the surface, and to that end the tunnels, shafts and other workings shall at all reasonable times be open to inspection and examination by duly authorized Federal or State officers and by mining experts or inspectors of the United States. However, if the exercise of the rights herein reserved shall result in the stripping, collapse, or other damage of the land or any improvements thereon, the recorded owner of the reserved rights, or persons acting under authority from the recorded owner, shall, upon written notification by the Regional Director, or other duly authorized representative, restore the land to a serviceable or safe condition, or repair or replace the improvements damaged or destroyed, or at the option of the Regional Director, or other duly authorized representative, pay to the United States a sum sufficient to reimburse the United States for the damage sustained.

(over)

Form LU-LA-22
3-9-38

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF AGRICULTURAL ECONOMICS

RULES AND REGULATIONS TO GOVERN THE EXERCISE OF MINERAL RIGHTS RESERVED IN CONVEYANCES TO THE UNITED STATES UNDER TITLE III OF THE BANKHEAD-JONES FARM TENANT ACT

Pursuant to the provisions of Title III of the Bankhead-Jones Farm Tenant Act, approved July 22, 1937, I, Henry A. Wallace, Secretary of Agriculture, do hereby establish the following rules and regulations to govern the extraction of minerals, oil, gas and other inorganic resources from lands purchased by the United States under authority of said act of July 22, 1937, in cases where the right to extract such mineral resources is to be reserved by the vendor by stipulation in the deed of conveyance to the United States.

Before anyone other than the vendor begins such operations, he must, on demand, exhibit to the Regional Director of the Bureau of Agricultural Economics, or other duly authorized representative of the Secretary of Agriculture, satisfactory evidence of authority from the vendor so to do. All operators, whether vendors or persons acting under authority from vendors, must comply with the following requirements:

1. Only so much of the surface of the land shall be used or disturbed as is necessary in the bona fide prospecting, mining, drilling, or manufacturing of the minerals; but no right to so occupy, use, or disturb such land shall be recognized until the recorded owner of the reserved minerals, or persons acting under authority from the recorded owner, shall have notified the Regional Director, or other duly authorized representative, of his intention to commence such operations. All buildings, camps, equipment, and other structures shall be removed from the land within 1 year from date of completion or abandonment of the operations. Otherwise such buildings, camps, equipment, and other structures shall become the property of the United States. Upon the termination of operations, all mines and wells shall be properly and effectively sealed by the operator in a manner satisfactory to the Regional Director, or other duly authorized representative.

2. In underground operations all reasonable and usual provision shall be made for the support of the surface, and to that end the tunnels, shafts and other workings shall at all reasonable times be open to inspection and examination by duly authorized Federal or State officers and by mining experts or inspectors of the United States. However, if the exercise of the rights herein reserved shall result in the stripping, collapse, or other damage of the land or any improvements thereon, the recorded owner of the reserved rights, or persons acting under authority from the recorded owner, shall, upon written notification by the Regional Director, or other duly authorized representative, restore the land to a serviceable or safe condition, or repair or replace the improvements damaged or destroyed, or at the option of the Regional Director, or other duly authorized representative, pay to the United States a sum sufficient to reimburse the United States for the damage sustained.

(over)

3. All marketable timber and other timber products cut, destroyed, or damaged in prospecting, mining, drilling, or removing minerals, coal, oil, and gas, or in manufacturing products therefrom, and in the location and construction of buildings or works of any kind for use in connection therewith, shall be paid for at the usual rates charged in the locality for sales of similar timber and timber products. All slash resulting from such cutting or destruction shall be disposed of as directed by the Regional Director, or other duly authorized representative. In case timber or reproduction shall be unnecessarily cut, destroyed, or damaged, payment therefor shall be at double the usual rates charged in the locality for the sales of similar material.

4. All mining operators shall in all developments and operations make all reasonable provisions for the disposal of tailings, dumpage, and other deleterious materials or substances in such manner as to prevent use, obstruction, pollution, or deterioration of the land, streams, ponds, lakes, or springs. All due and customary precautions shall be taken to prevent economic waste of minerals and damage to mineral bearing formations and deposits.

5. Nothing herein contained shall be construed to exempt the operator or the mining operations from any requirements of the laws of the State in which situated; nor from compliance with or conformity to any requirements of any law or regulation which later may be enacted or promulgated, and which otherwise would be applicable.

6. While operations are in progress, the operators, contractors, subcontractors, and employees of contractors and subcontractors at work within the Government Project Area shall use due diligence in the prevention and suppression of fire, shall be available for service in the extinguishment and suppression of all fires within 2 miles of said operation, and shall be responsible for any damage resulting from fires of which they are directly or indirectly the cause.

7. Wells for oil or gas shall not be drilled within two hundred (200) feet of any of the boundaries of the land covered by this reservation when title to adjoining land is vested in the United States.

8. In those cases in which the reservation is not perpetual, the vendor, his heirs or assigns shall, upon the termination of operations and not later than the expiration date of this reservation, record a formal release of the rights reserved in the deed of conveyance to the United States.

In testimony thereof I have hereunto set my hand and official seal in the city of Washington this 10th day of March, 1938.

H A Wallace

(SEAL)

Secretary of Agriculture

Form LU-LA-23
3-9-38

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF AGRICULTURAL ECONOMICS

RULES AND REGULATIONS TO GOVERN THE EXERCISE OF TIMBER RIGHTS RESERVED IN CONVEYANCES TO THE UNITED STATES UNDER TITLE III OF THE BANKHEAD-JONES FARM TENANT ACT

Pursuant to the provisions of Title III of the Bankhead-Jones Farm Tenant Act, approved July 22, 1937, I, Henry A. Wallace, Secretary of Agriculture, do hereby establish the following rules and regulations to govern the cutting and removal of timber and timber products from lands purchased by the United States under authority of said act of July 22, 1937, in cases where the right to cut and remove such timber and timber products is to be reserved by the vendor by stipulation in the deed of conveyance to the United States.

Before anyone other than the vendor begins such operations, he must, on demand, exhibit to the Regional Director of the Bureau of Agricultural Economics, or other duly authorized representative of the Secretary of Agriculture, satisfactory evidence of authority from the vendor so to do. All operators, whether vendors or persons acting under authority from vendors, must comply with the following requirements:

1. In the cutting and removal of timber and timber products and in the location or construction of mills, logging roads, railroads, chutes, landings, camps or other improvements, no unnecessary damage shall be done to any small growth or to trees left standing. No monuments, witness trees or line trees shall be cut or destroyed.

2. All trees, timber or timber products cut, damaged or destroyed by the operator of species or sizes not specifically reserved shall be paid for at double the usual rates charged in the locality for sales of similar timber and timber products.

3. The operator, in cutting, removing, and working on timber, shall provide, to the satisfaction of the Regional Director, or other duly authorized representative, for disposal of all refuse, slash, waste, and other debris, and for prevention of obstruction, pollution, or deterioration of springs, ponds, lakes, streams and water courses within the Government Project Area.

4. Location of buildings, camps, other structures, and of roads providing ingress or egress to or from the reserved timber, shall be approved by the Regional Director, or other duly authorized representative, prior to the beginning of construction. All buildings, camps, equipment, and other structures shall be removed from the land within one year from date of completion or abandonment of the operation. Otherwise such buildings, camps, equipment, and other structures shall become the property of the United States.

(over)

5. Nothing herein contained shall be construed to exempt the operator or the timber operations from any requirements of the laws of the State in which situated; nor from compliance with or conformity to any requirement of any law or regulation which later may be enacted or promulgated, and which otherwise would be applicable.

6. While operations are in progress, the operators, contractors, subcontractors, and employees of contractors and subcontractors at work within the Government Project Area, shall use due diligence in prevention and suppression of fire, shall be available for service in the extinguishment and suppression of all fires within two miles of said operation, and shall be responsible for any damage resulting from fires of which they are directly or indirectly the cause.

7. Only one cutting shall be made on any portion of the area on which timber is reserved; provided, that the Regional Director, or other duly authorized representative, may permit the cutting of special products, or products the cutting of which is seasonal, on any portion of the area prior or subsequent to the cutting of the chief products of the reserved timber. Each reservation of timber shall include a specific period of time within which material may be removed after the cutting for the chief products on any portion of the area, and any material remaining on a cut-over area shall, on the expiration of that period, become the property of the United States.

8. The duly authorized Federal and State officials shall at all times during term of said right have access to said land for purposes connected with the Government Project.

9. The vendor, his heirs or assigns shall, upon the termination of operations and not later than the expiration date of this reservation, record a formal release of the rights reserved in the deed of conveyance to the United States.

In testimony thereof, I have hereunto set my hand and official seal at the City of Washington this 10th day of March, 1938.

H A Wallace

(SEAL) Secretary of Agriculture

Form LU-LA-23
3-9-38

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL ECONOMICS

RULES AND REGULATIONS TO GOVERN THE EXERCISE OF TIMBER RIGHTS RESERVED IN CONVEYANCES TO THE UNITED STATES UNDER TITLE III OF THE BANKHEAD-JONES FARM TENANT ACT

Pursuant to the provisions of Title III of the Bankhead-Jones Farm Tenant Act, approved July 22, 1937, I, Henry A. Wallace, Secretary of Agriculture, do hereby establish the following rules and regulations to govern the cutting and removal of timber and timber products from lands purchased by the United States under authority of said act of July 22, 1937, in cases where the right to cut and remove such timber and timber products is to be reserved by the vendor by stipulation in the deed of conveyance to the United States.

Before anyone other than the vendor begins such operations, he must, on demand, exhibit to the Regional Director of the Bureau of Agricultural Economics, or other duly authorized representative of the Secretary of Agriculture, satisfactory evidence of authority from the vendor so to do. All operators, whether vendors or persons acting under authority from vendors, must comply with the following requirements:

1. In the cutting and removal of timber and timber products and in the location or construction of mills, logging roads, railroads, chutes, landings, camps, or other improvements, no unnecessary damage shall be done to any small growth or to trees left standing. No monuments, witness trees, or line trees shall be cut or destroyed.

2. All trees, timber, or timber products cut, damaged, or destroyed by the operator of species or sizes not specifically reserved shall be paid for at double the usual rates charged in the locality for sales of similar timber and timber products.

3. The operator, in cutting, removing, and working on timber, shall provide, to the satisfaction of the Regional Director, or other duly authorized representative, for disposal of all refuse, slash, waste, and other debris, and for prevention of obstruction, pollution, or deterioration of springs, ponds, lakes, streams, and watercourses within the Government Project Area.

4. Location of buildings, camps, other structures, and of roads providing ingress or egress to or from the reserved timber, shall be approved by the Regional Director, or other duly authorized representative, prior to the beginning of construction. All buildings, camps, equipment, and other structures shall be removed from the land within 1 year from date of completion or abandonment of the operation. Otherwise such buildings, camps, equipment, and other structures shall become the property of the United States.

5. Nothing herein contained shall be construed to exempt the operator or the timber operations from any requirements of the laws of the State in which situated; nor from compliance with or conformity to any requirement of any law or regulation which later may be enacted or promulgated, and which otherwise would be applicable.

6. While operations are in progress, the operators, contractors, subcontractors, and employees of contractors and subcontractors at work within the Government Project Area, shall use due diligence in prevention and suppression of fire, shall be available for service in the extinguishment and suppression of all fires within 2 miles of said operation, and shall be responsible for any damage resulting from fires of which they are directly or indirectly the cause.

(OVER)

8—11702

7. Only one cutting shall be made on any portion of the area on which timber is reserved; provided, that the Regional Director, or other duly authorized representative, may permit the cutting of special products, or products the cutting of which is seasonal, on any portion of the area prior or subsequent to the cutting of the chief products of the reserved timber. Each reservation of timber shall include a specific period of time within which material may be removed after the cutting for the chief products on any portion of the area, and any material remaining on a cut-over area shall, on the expiration of that period, become the property of the United States.

8. The duly authorized Federal and State officials shall at all times during term of said right have access to said land for purposes connected with the Government Project.

9. The vendor, his heirs or assigns shall, upon the termination of operations and not later than the expiration date of this reservation, record a formal release of the rights reserved in the deed of conveyance to the United States.

In testimony thereof, I have hereunto set my hand and official seal at the city of Washington this 10th day of March 1938.

H A Wallace

[SEAL]

Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE 8—11702

Form LU-LA-24
4-8-38

ABSTRACT PAYMENT STATUS CARD

Tract No.
Project No.
Location

Vendor
Project
Abstracter

Acres
Contract No. Aae-

	Preliminary		Intermediate		Final	
	Date	Dollars	Date	Dollars	Date	Dollars
ABSTRACT ORDERED		***		***		***
ABSTRACT RECEIVED		***		***		***
VOUCHER RECEIVED-WASHINGTON (or)	No.		No.		No.	
VOUCHER TO REGIONAL OFFICE	No.		No.		No.	
TO B. & A. OFF. (ADM. DEDUCT.)						
PRE-AUDIT DIFFERENCES						
RECLAIM VOUCHER RECEIVED	No.		No.		No.	
RECLAIM VOUCHER TO B. & A. OFF.						

REMARKS

FORM LU-LA-25
4-8-38

LAND PURCHASE CONTROL CARD

DATE			STATUS	DATE			STATUS
			OPTION RECEIVED				PAPERS TO P. OFF.
			OPTION ACCEPTED				VOU. TO B & A OFF.
			ABSTRACT ORDERED				CHK.REC'D. BY P.O.
			ABSTRACT RECEIVED				CHECKS DELIVERED
			ABST.TO REG.T.ATT.				APP.BY REG.T.ATTY.
			CUR. & DEED REQ.				CL. PAPERS REC'D.
			CUR. & DEED TO RTA				CL. PAP. GAO AUD.
			ABST.TO SOLICITOR				CL. PAPERS FILED
			TITLE OPIN. REC'D.				

LU-LA-26
4-8-38

ABSTRACT PAYMENT CONTROL CARD

PRELIMINARY

STATUS	DATE			DOLLARS
ABSTRACT ORDERED				
ABSTRACT RECEIVED				
VOUCHER RECEIVED-WASH.				
VOUCHER TO REG. OFFICE				

LU-LA-26a
4-8-38

ABSTRACT PAYMENT CONTROL CARD

INTERMEDIATE

STATUS	DATE			DOLLARS
ABSTRACT ORDERED				
ABSTRACT RECEIVED				
VOUCHER RECEIVED-WASH.				
VOUCHER TO REG. OFFICE				

LU-LA-26b
4-8-38

ABSTRACT PAYMENT CONTROL CARD

FINAL

STATUS	DATE			DOLLARS
ABSTRACT ORDERED				
ABSTRACT RECEIVED				
VOUCHER RECEIVED-WASH.				
VOUCHER TO REG. OFFICE				

Form LU-LA-32
9-23-38

Project Symbol _____

Tract Number _____

UNITED STATES DEPARTMENT OF AGRICULTURE
Bureau of Agricultural Economics

LICENSE TO THE UNITED STATES OF AMERICA
(Temporary Use and Development)

THIS AGREEMENT entered into by _____, on _____ own behalf, and on behalf of _____ heirs, executors, administrators, successors and assigns (hereinafter referred to as the "Licensor") and the United States of America on its own behalf and on behalf of its assigns (hereinafter referred to as the "Government"):

WITNESSETH THAT:

The Licensor, in consideration of the sum of one dollar ($1.00) in hand paid, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and in order to enable the Government immediately to carry on developmental work on a certain _____ project, designated as the _____ Project, in connection with which certain rights in, over, upon or under certain lands of the Licensor are required, agrees irrevocably to grant to the Government, the license and right to enter at any time upon the following described lands:

in the County of _____, State of _____, and to do any and all things thereon necessary or desirable for, incidental to or in connection with the above named project.

Upon the execution of this agreement by the Secretary of Agriculture, through his duly authorized representative, at any time within six (6) months of the date of the signing hereof by the Licensor, notice whereof shall be mailed or telegraphed

to _____, _____,
(Name) (Address)

_____, _____, the Licensor agrees to grant and hereby
(City) (State)
does grant to the Government the aforesaid License which shall include, without limitations, the right to:

The consideration for this license, in addition to that heretofore mentioned, is $ _____, to be paid to the Licensor within a reasonable time after the granting hereof.

This license shall continue until

The granting of this license shall not affect the right or duty, if any, of the Licensor to pay taxes, assessments or other charges against said land, to keep the same in repair and in safe condition and to occupy said land consistently with said developmental work.

This license shall include the right of ingress and egress over lands of the Licensor not described above, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

This license shall include the right to use for the above purposes all structures, rights of way and other facilities of any kind whatever now located on or appurtenant to said land, excepting only the following:

(a)

(b)

Any and all tools, appliances, supplies, equipment, materials, structures, fixtures, crops and other property whatever, placed upon said land, shall remain the property of the Government, and the Government shall have the right to remove any and all such property, including crops of any kind, within a reasonable time after the expiration of this license.

The Government shall have the right in its discretion to patrol and police said land during the period of this license.

The Licensor hereby waives and releases any and all claims for damages arising from the activity or inactivity of the Government, its officers, agents, employees, representatives, or assigns, on said land, in the reasonable exercise of this license.

It is agreed that all expenses for abstracts, certificates of title, surveys, and title examinations shall be borne by the United States, Provided, however, That the Licensor agrees to deliver, without charge to the United States, any abstracts or certificates of title, surveys, or plats of said lands which the Licensor may have, which shall be returned to the Licensor when the necessary title examination has been completed.

No member of or Delegate to Congress shall be admitted to any share or part of this license or to any benefit to arise thereupon.

Signed, Sealed, and Delivered, this _____ of _____, 19 _____.
(Day) (Month) (Year)

WITNESS:

_____ _____ (SEAL)

_____ _____ (SEAL)

_____ _____ (SEAL)

_____
(Address)

_____
(Date)

The Secretary of Agriculture has this day approved the purchase by the United States of America of the License set forth above and the foregoing Agreement is hereby executed for and on behalf of the United States of America.

Secretary of Agriculture.

By _____
(Name)

_____
(Title)

Form No. Lu-La 33
Form approved by
Comptroller General, U. S.
July 12, 1938

LAND PURCHASE VOUCHER

D. O. Voucher No._____
Bu. Voucher No._____
Project Voucher No._____

U. S. Department of Agriculture, Bureau of Agricultural Economics

PAID BY

(For use of Paying Office)

Appropriation_____

THE UNITED STATES, Dr.,

To_____
(Owner of land)

_____

Approved date of settlement_____

For payment of real property, or interests therein, located in the county of_____, State of_____, to be acquired in connection with the_____Project, symbol No._____, tract No._____, date of option_____, date of acceptance_____, option contract No._____, more particularly described in deed dated_____ Abstract or certificate of title examined and title approved by_____

For Use of Disbursing Office		For Use of Administrative Office			
Check No.	Date	Owner, mortgagee, or lienor	Amount of check		
			$		
		Total Amount of Voucher,			

Approved for $_____

_____
(Signature)

_____
(Title)

Pursuant to authority vested in me, I certify that the abstract or certificate of title to the above-described land, or interest therein, has been examined; that the title has been approved by the authority as stated above, and has been found to be vested in the United States; that the land was procured under contract numbered as above or the unnumbered contract attached hereto; and that the price charged is just and reasonable and in accordance with the contract of sale. Payment therefor, under the conditions set forth in this document, is hereby administratively approved as of settlement date mentioned above.

_____
(Date) (Signature) (Title)

Allotment Symbol	Amount	Encumbrance Liquidated	Cost Account		Object of Expenditure	
			Symbol	Amount	Symbol	Amount

8—12294

DO NOT WRITE IN THIS SPACE

STATEMENT OF OWNER(S)

For payment of real property, or interests therein, located in the county of_____, State of_____, to be acquired in connection with the_____ Project, symbol No._____, tract No._____, date of option_____, date of acceptance_____, option contract No._____, more particularly described in deed dated_____ Total purchase price, $_____

Itemized Detail of Debts or Liens, Including Cost of Recording Fees, Against Land				For Government Use Only Owner of Land Will Not Use This Space			
Date	Mortgagee or lienor	Type of debt	Principal	Interest			Amount of debt including interest
				Rate	From—To—	Amount of interest	
			$			$	$

Form No. Lu-La 332
Form approved by
Comptroller General, U. S.
July 12, 1938

LAND PURCHASE VOUCHER

D. O. Voucher No._____
Bu. Voucher No._____
Project Voucher No._____

U. S. Department of Agriculture, Bureau of Agricultural Economics

PAID BY
(For use of Paying Office)

Appropriation_____

THE UNITED STATES, Dr.,

To_____
(Owner of land)

Approved date of settlement_____

For payment of real property, or interests therein, located in the county of_____, State of_____, to be acquired in connection with the_____ Project, symbol No._____, tract No._____, date of option_____, date of acceptance_____, option contract No._____, more particularly described in deed dated_____
Abstract or certificate of title examined and title approved by_____

For Use of Disbursing Office		For Use of Administrative Office			
Check No.	Date	Owner, mortgagee, or lienor	Amount of check		
			$		
		Total Amount of Voucher,			

MEMORANDUM

Allotment Symbol	Amount	Encumbrance Liquidated	Cost Account		Object of Expenditure	
			Symbol	Amount	Symbol	Amount

8—12294

FOR USE WHEN MORE THAN 11 CHECKS ARE TO BE DRAWN

For Use of Disbursing Office		For Use of Administrative Office		
Check No.	Date	Owner, mortgagee, or lienor	Amount of check	
			$	
		Total to be Carried Forward to Face of Voucher,		

U. S. GOVERNMENT PRINTING OFFICE 8—12294

Form No. Lu-La 33a
Form approved by
Comptroller General, U. S.
July 12, 1938

LAND PURCHASE VOUCHER

D. O. Voucher No.
Bu. Voucher No.
Project Voucher No.

U. S. Department of Agriculture, Bureau of Agricultural Economics

Appropriation

THE UNITED STATES, Dr.,

To
(Owner of land)

Approved date of settlement

PAID BY

(For use of Paying Office)

For payment of real property, or interests therein, located in the county of, State of, to be acquired in connection with the Project, symbol No., tract No., date of option, date of acceptance, option contract No., more particularly described in deed dated Abstract or certificate of title examined and title approved by

For Use of Disbursing Office		For Use of Administrative Office		
Check No.	Date	Owner, mortgagee, or lienor	Amount of check	
			$	
		Total Amount of Voucher,		

MEMORANDUM

Allotment Symbol	Amount	Encumbrance Liquidated	Cost Account		Object of Expenditure	
			Symbol	Amount	Symbol	Amount

8—12294

DO NOT WRITE IN THIS SPACE

BALANCE, TO BE PAID TO THE UNDERSIGNED							
TOTAL PURCHASE PRICE $_____				FOR GOVERNMENT USE ONLY			$_____ (Total amount of voucher)

I (we) certify that the purchase price as stated herein is the correct and just amount due from the United States under the terms of the contract for sale of the land, or interests therein, as described above; that I (we) was (were) the owner(s) of the land, as the interests may appear; that I (we) had the right or authority to convey; that I (we) have conveyed the land, or interests therein, to the United States; that payment therefor has not been received; and that the items listed herein are valid debts against the land and are properly deductible from the purchase price.

In accordance with the terms of the contract of sale I (we) hereby authorize the United States to pay the taxes and encumbrances, which are liens against the land and hereby acknowledged to be valid debts, to the parties as their interests appear at and to the date of settlement to be set by the Department of Agriculture, and to deduct said amounts and all necessary recording fees from the purchase price, the remaining balance, if any, to be paid to the undersigned.

SIGN ORIGINAL ONLY

(Owner of land)	(Address)
(Owner of land)	(Address)
(Owner of land)	(Address)
(Owner of land)	(Address)
(Owner of land)	(Address)
(Owner of land)	(Address)
(Owner of land)	(Address)
(Owner of land)	(Address)
(Owner of land)	(Address)

NOTE.—Corporations: When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, secretary", or "treasurer", as the case may be.

8—12294

STATEMENT OF OWNER(S)

For payment of real property, or interests therein, located in the county of _____, State of _____, to be acquired in connection with the _____ Project, symbol No. _____, tract No. _____, date of option _____, date of acceptance _____, option contract No. _____, more particularly described in deed dated _____

Total purchase price, $ _____

Itemized Detail of Debts or Liens, Including Cost of Recording Fees, Against Land				For Government Use Only Owner of Land Will Not Use This Space			
Date	Mortgagee or lienor	Type of debt	Principal	Interest			Amount of debt including interest
				Rate	From—To—	Amount of interest	
			$			$	$

FOR USE WHEN MORE THAN 11 CHECKS ARE TO BE DRAWN

For Use of Disbursing Office		For Use of Administrative Office	
Check No.	Date	Owner, mortgagee, or lienor	Amount of check
			$
		Total to be Carried Forward to Face of Voucher,	

U. S. GOVERNMENT PRINTING OFFICE 8—12294